

PROJECT MANUAL

BID 2021-0248

August 2020 Issued for Bidding



Furniture, Fixtures & Equipment for the Southwestern College Performing Arts Center

900 Otay Lakes Road
Chula Vista, CA, 91910

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NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that Southwestern Community College District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the "DISTRICT" will receive up to, but no later than **10:00 AM on September 7, 2020** the **Furniture, Fixtures & Equipment** submittal of Bid No. 2021-0248, for the award of a contract for the **Southwestern College Performing Arts Center Project**. Bids shall be submitted electronically through the SWC Bond Plan Room (www.swcbondplanroom.com), and shall be opened on the date and at the time listed above.

Contractors interested in obtaining bid documents can obtain one complete set of Contract Documents at no cost by visiting <http://www.swcbondplanroom.com>. Documents may be viewed and/or downloaded. Please note that you will need to login under your company's name and password in order to download the plans. If you do not have a company login and/or password, please register with the site first. If you have questions about registering, please contact Isaac Ruiz at iruiz@swccd.edu or at 619-216-6826. Obtaining copies of the bid documents is the responsibility of the bidder and any costs (if applicable) are non-refundable. Bidders are also responsible for checking the website noted above for any addenda that may be posted.

The Director of the California Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Southwestern Community College or online at <http://www.dir.ca.gov/dlsr>. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, and shall be licensed as required by the scope of work required in the bid. Any bidder not licensed at the time of the bid opening will be rejected as non-responsive.

This Project is also subject to the Community Benefits Agreement (CBA) adopted by the District on December 12, 2013. The complete agreement is available for viewing and downloading at <http://www.swccd.edu/Modules/ShowDocument.aspx?documentid=7910>. Minority, women, and disabled veteran contractors are encouraged to submit bids.

Please email any questions to purchasing@swccd.edu. Contractors shall reference **Bid No 2021-0248 Furniture, Fixtures & Equipment for the Southwestern College Performing Arts Center Project** in the email subject line. The final day for questions shall be August 24, 2020, no later than 10am.

No bidder may withdraw its bid for ninety (90) days following the date of the bid opening.

Bid documents available on August 12, 2020.

Dated this: August 12, 2020

Kindred Murillo, Ed.D.
Secretary to Governing Board
Southwestern Community College District
of San Diego County, California

DOCUMENT 002000 INFORMATION FOR BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

The District invites bids on the attached Bid Forms to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids.

Prospective bidders can obtain one complete set of Contract Documents at no cost by visiting <http://www.swcbondplanroom.com>. Documents may be viewed and/or downloaded. Please note that you will need to login under your company's name and password in order to download the plans. If you do not have a company login and/or password, please register with the site first. If you have questions about registering, please contact Isaac Ruiz at iruiz@swccd.edu or at 619-216-6826. Obtaining copies of the bid documents is the responsibility of the bidder and any costs (if applicable) are non-refundable. Bidders are also responsible for checking the website noted above for any addenda that may be posted.

2. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents and are provided herein. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. USE OF LACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

3. SUBMISSION OF BIDS

Bids shall be submitted electronically through the Southwestern College Bond Plan Room (www.swcbondplanroom.com)

4. DELIVERY AND OPENING OF BIDS

Bids will be received by the District at the e-mail address shown in the Notice to Contractors Calling for Bids up to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice to Contractors Calling for Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

5. SIGNATURE

The bid must be signed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

6. MODIFICATIONS

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form, which is not specifically called for in the contract documents, may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

7. ERASURES/MUTILATION OF BID DOCUMENTS

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

8. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Bidders shall thoroughly examine and be familiar with the drawings and/or specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document to acquaint him or herself with conditions there existing shall in no way relieve any bidder from obligations with respect to his or her bid or to the contract. The bidder is responsible to obtain any geotechnical and/or soils report pertaining to the site of the work. Although any such report does not operate as a warranty or guarantee of site conditions, the submission of a bid shall be taken as prima facie evidence of compliance with all terms of this section.

- A. Each bidder, by making his or her bid represents that he/she has read and understands the Contract and Bid Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

9. BID GUARANTEE

Each bid shall be accompanied by a certified or cashier's check payable to Southwestern Community College District or a satisfactory bid bond in favor of Southwestern Community College District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than 10% of the maximum amount of the bid. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District

and the District may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

10. WITHDRAWAL OF BIDS

Any bidder may withdraw its bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. Any request to withdraw a bid after bid opening shall meet all requirements of Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail the mistake.

11. AGREEMENTS AND BONDS

The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and shall be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions.

The Performance Bond and Payment Bond must be executed by an admitted Surety, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District.

The Performance Bond and Payment Bond must be in the amount of 100 percent of the Total Bid Price. The bonds shall be in the form set forth in the Contract Documents.

12. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or other information pertaining to the site (including any available soils or geotechnical report) or finds discrepancies in, or omissions from the drawings and specifications, he is hereby required in accordance with Public Contract Code section 1104 to submit to the Construction Manger a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents or other available information will be made only by addendum duly issued and a copy of such addendum will be mailed, emailed, or delivered to each person receiving a set of the contract documents. At the option of the District, all addenda may be mailed, delivered, faxed, made available for pick-up or sent via electronic mail. District shall have the option to send a hard copy via regular mail or overnight delivery, at the option of District. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures.

13. BIDDERS INTERESTED IN MORE THAN ONE BID AND BIDDERS NOT QUALIFIED TO BID

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has**

participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.

14. AWARD OF CONTRACT

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder therefore.

The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

15. EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, bidder construction experience in the type of work being required by the District, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

16. LISTING SUBCONTRACTORS

As required pursuant to the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.), each bidder shall submit with its bid a list of the names, license numbers, DIR registration numbers, and locations of the places of business of each subcontractor that will perform work or labor or render service to the bidder in or about the Project, or that, under subcontract to the bidder, will specially fabricate and install a portion of the work, in an amount in excess of one-half of 1 percent of the total amount of the bidder's bid. A bidder may not list more than one subcontractor for any one portion of the work. A bidder that fails to list a subcontractor for any portion of the work represents that it is fully qualified to and shall perform such work using its own forces. If the bid documents require the bidder to submit alternate bids and the bidder intends to use different or additional subcontractors for the alternates, the bidder must submit a separate list of subcontractors for each such alternate. A bidder shall submit the lists of subcontractors only on the form included in the bid documents. If the bidder fails to provide information requested in the subcontractor listing form, District may in its discretion, reject the bid as nonresponsive.

The apparent low bidder shall submit the following information by the end of the next business day after bid opening for all **listed and non-listed** Subcontractors:

Provide and attach to Document 004300 Designation Of Subcontractors a current copy of license status from the CSLB at:

<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>

Provide and attach to Document 004300 Designation Of Subcontractors a current copy of DIR registration from the Department of Industrial Relation at:

<https://efiling.dir.ca.gov/PWCR/Search> .

Provide current contact information including: Company name, address, contract name, phone and email.

17. WORKERS' COMPENSATION

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form with its bid

18. IRAN CONTRACTING ACT CERTIFICATION

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 et seq. as provided with the Bid Documents.

19. SUBSTITUTION OF SECURITY

Monies withheld by the District to ensure performance under the contract may be released in accordance with Public Contract Code section 22300 and the contract documents.

20. CONTRACTOR'S LICENSE

Provide and attach to Document 003000 Bid Form a current copy of your Contractors License from the CSLB at:

<https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>. If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will not be considered

21. STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY

Where applicable to the work of this contract, District shall make available to Contractor a copy of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit"). Contractor shall obtain the Permit from District prior to bidding on this contract. District shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan (SWPPP) at least two weeks prior to the opening of bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to the General Conditions hereof, including requirements specified in other parts of the contract documents. It shall be Contractor's responsibility to evaluate and include in the bid the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

22. ETHICS IN BIDDING

The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

23. SUBSTITUTIONS AND SPECIAL BRAND NAMES

In accordance with Public Contract Code section 3400 "prior to or after the award of the contract", district must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, **no later than five (5) days prior to opening of bid**, if the bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including

catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

24. PREVAILING WAGES

The Contractor shall obtain or request the District to obtain from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

25. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the department of industrial relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project. To this end, bidder shall sign and submit with its bid the public works contractor registration certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

26. BIDDER EXECUTION OF CONTRACT

The bidder to which the District awards a contract for the project shall **be sent a preliminary notice of award and shall have ten (10)** calendar days after notification of the award to execute and deliver to the District the contract and all other documents required in accordance with the Contract Documents. If the bidder fails to execute and provide all such documents within that period, the bidder will forfeit the bid security submitted with its bid in accordance with the Notice to Contractors Calling for Bids. In such event, the District may award the contract to the next lowest responsible and responsive bidder or release all bidders.

27. FILING OF BID PROTESTS

Submitted bids will be timely made available for review upon request of any bidder. Bidders may file a "protest" of a Bid with the District in writing within five (5) business days after the bid opening date. Please contact Linda Hernandez, Director of Procurement, Central Services & Risk Management Southwestern Community College District, at (619) 482-6557 for the District's Bid Protest Procedure that must be followed in order to submit an official protest.

If the protest is timely and complies with all of the above requirements, the District's designated staff member shall review the basis of the protest and all relevant information. The District will provide a written response to the protestor.

28. EMPLOYEE IDENTIFICATION

All project site employees will be issued an identification badge. Identification badges are required to be displayed and visible at all times by the person to whom it is issued and to be worn at times at any Southwestern College construction sites. Any person without an identification badge shall report to CM's office for verification of employment status, attendance at an orientation session, or issuance of a single day visitor pass. The identification badge shall be maintained in good condition. The identification badge shall be returned to CM or the Owner when employment on the Project is terminated or when requested by CM, or other authorized and designated person. All lost or stolen identification cards shall be immediately reported to CM or the Owner. A \$2 replacement fee will be required for each reissue of an identification badge along with verification of employment status.

END OF DOCUMENT

**DOCUMENT 003000
BID FORM**

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Bid No. 2021-0248

**Furniture, Fixtures & Equipment for
the Southwestern College Performing Arts Center Project**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BASE BID WITHOUT ALLOWANCE:	\$
10%ALLOWANCE:	\$
TOTAL BASE BID WITH ALLOWANCE:	\$
Total Base Bid Price with Allowance in Written Form:	

NOTE: Award will be based solely on the lowest bid of the **TOTAL BASE BID WITH ALLOWANCE**

Allowance:

Bidder acknowledges that an allowance amount of **10% of the bid price has been included in the Total Bid** for the project. This allowance is to address potential changes within the scope of work due to unforeseen conditions and District requested changes. Therefore, the undersigned also declares that the allowance will be used at the District’s discretion, for these items, at no additional cost to the District. In the event that the allowance is not used or a portion is not used, the remaining allowance monies will be credited back to the District.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “Item Cost” column, then the amount set forth in the “Item Cost” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the District may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

The undersigned agrees that this Bid Form constitutes a firm offer to District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from the bid opening, or until a Contract for the Work is fully executed by District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in District's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____.

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____ Addenda No. _____ Addenda No. _____ Addenda No. _____

Bidder has attached the following required documents:

1. The completed Document 003000 Bidder Form.
2. The required Document 004100 bid bond/security in the amount of not less than 10% of the Total Bid Price.
3. The completed Document 004300 Designation of Subcontractors form.
4. The completed Document 0045500 Acknowledgment of Community Benefits Agreement
5. The completed Document 004600 Iran Contracting Act Certification form.
6. The completed Document 004700 Public Works Contractor Registration Certification form along with a copy of your current DIR Registration form located at: <https://efiling.dir.ca.gov/PWCR/Search> (see Document 002000 Information for Bidders. Paragraph 16.)
7. The fully executed Document 004800 Non-collusion Declaration form.
8. The completed Document 004900 Worker's Compensation Certificate form
9. A California recognized WCIRB or equivalent form, dated within the previous 12 months of the bid date, showing a modification rate of 1.25 or less. (See Document 008000 Special Conditions, paragraph E)
10. Provide a photo copy of your current Contractors License. (See Document 002000 Information for Bidders, paragraph 20.)form located at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>.

Failure to submit the above require documents may result in a finding that the bid is non-responsive.

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Signature Required Below.

Legal Name of Company:

Address:

City/State/Zip:

Email:

Name (Printed):

Signature:

Title:

Dated:

END OF DOCUMENT

DOCUMENT 004100
BID BOND

(To be executed by Bidder and submitted with bid)

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____, as Principal and _____, as Surety, are held and firmly bound unto the Southwestern Community College District, hereinafter called the District, in the penal sum of PERCENT (_____%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20__ for _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or, if no period be specified, within three (3) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 ____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL _____

By: _____

Title: _____

SURETY: _____

By: _____

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

END OF DOCUMENT

DOCUMENT 004300
DESIGNATION OF SUBCONTRACTORS

(To be executed by Bidder and submitted with bid)

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business and the CA Contractor License of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as nonresponsive.

DOCUMENT 004550
ACKNOWLEDGEMENT OF COMMUNITY BENEFITS AGREEMENT
(To be executed by Bidder and submitted with bid)

I certify that I am aware that this Project is covered under the Southwestern Community College Community Benefits Agreement dated 12/12/13 and all associated referenced documents contained therein (otherwise known as a Project Labor Agreement).

If Bidder is awarded the Contract, Bidder agrees that it and any tier trade contractors, shall execute all Community Benefit Agreement documents and fully comply with all associated requirements.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 004600
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed: _____

Titled: _____

Firm: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years

END OF DOCUMENT

DOCUMENT 004700
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration - photo copy required with bid package documents.

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

END OF DOCUMENT

DOCUMENT 004800
NONCOLLUSION DECLARATION

(To be executed by Bidder and submitted with bid)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signed: _____

Title: _____

Firm: _____

Date: _____

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF DOCUMENT

**DOCUMENT 004900
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name

Title

Company

END OF DOCUMENT

**DOCUMENT 005000
AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 2020 in the County of San Diego State of California, by and between the Southwestern Community College District, hereinafter called the District, and _____, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: **Bid No. 2021-248 Furniture, Fixtures & Equipment for the Southwestern College Performing Arts Center Project** in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed within 35 consecutive calendar days from and after the date stated in such notice, which shall include zero (0) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken. (See Document 008000 Special Conditions for additional Time and Performance information)

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Agreement shall commence _____, 2020 and shall terminate _____, 2020.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of _____ Dollars (\$ _____), said sum being the total amount of the following amounts stipulated in the bid:

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid, as accepted
- Bid Bond
- Designation of Subcontractors
- Non-collusion Declaration
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Contractor's Certificate Regarding Workers' Compensation

- Agreement
- Notice of Intent to Award
- Notice to Proceed
- Performance Bond
- Payment Bond for Public Works
- General Conditions
- Special Conditions
- Supplemental General Conditions
- Hazardous Materials Procedures and Requirements
- Specification Addenda Nos. _____, _____, _____, as issued
- Specifications
- Drawings
- Technical Hazardous Material Abatement Specifications

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 5. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 6. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 7. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CONTRACTOR:

DISTRICT:
Southwestern Community College District

License No. _____

By _____

By _____

Its _____

Its Superintendent/President

END OF DOCUMENT

**DOCUMENT 005100
NOTICE OF INTENT TO AWARD**

Date: _____

To: _____

(Contractor)

(Address)

From: Southwestern Community College District ("District")

Based upon the review of bid results for the _____ Project, the District intends to award a Contract to your firm for the scope of work listed in the bid documents.

The District will recommend award of this contract to the Governing Board at the _____, 2020 Governing Board Meeting. Once approved, a formal Notice of Award along with the agreements for signature and return, will follow.

The Bidder to whom the Contract will be awarded shall execute and submit the following documents by 4:00 p.m. of the TENTH (10th) calendar day following the date of the Notice of Award and receipt of agreements, or if the 10th day shall fall on a non-business day, then on the next business day thereafter. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

1. Document 005000 Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature
2. Document 006000 Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form. Submit two (2) copies.
3. Document 006100 Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form. Submit two (2) copies.
4. Insurance Certificates and Endorsements, indicating the amounts and expiration dates for each type of insurance required by contract in Document 007000 General Conditions, naming the District as certificate holder.

Southwestern Community College District

By: _____

END OF DOCUMENT

**DOCUMENT 005200
NOTICE TO PROCEED**

Date: _____

To: _____

(Contractor)

(Address)

From: Governing Board ("Board") of Southwestern Community College District ("District" or "Owner")

PROJECT/CONTRACT NO.: _____ between the Southwestern Community College District and Contractor ("Contract") for the _____ project.

You are notified that the Contract Time under the above Contract will commence to run on _____, 2020. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____.

You must submit the following documents by 4:00 p.m. of the **TENTH (10TH)** calendar day following the date of this Notice to Proceed, or if the tenth day falls on a non-business day, then on the next business day thereafter:

1. Contractor's preliminary schedule of construction.
2. Contractor's preliminary schedule of values for all of the Work.
3. Contractor's Safety Plan specifically adapted for the Project.
4. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

Southwestern Community College District

By: _____

Superintendent/President

END OF DOCUMENT

**DOCUMENT 006000
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Southwestern Community College District** (hereinafter designated as "District"), has awarded to _____ (hereinafter designated as the "Contractor" or "Principal") a contract for the work described as follows (hereinafter referred to as the "Work"):

**Bid No. 2021-0248
Furniture, Fixtures & Equipment for
the Southwestern College Performing Arts Center Project**

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Work dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Work in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Work in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Work, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Work in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Work, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Work nor shall Surety accept a bid from Contractor for completion of the Work if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Work.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work and the provisions of Section 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the ____ day of _____, 20 ____.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____

Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signature(s) Other Than Named Above

END OF DOCUMENT

**DOCUMENT 006100
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Southwestern Community College District (hereinafter designated as "District"), by action taken or a resolution passed _____, 20____, has awarded to _____ (hereinafter designated as the "Contractor" or "Principal"), a contract for the work described as follows (the "Work"):

**Bid No. 2021-0248
Furniture, Fixtures & Equipment for
the Southwestern College Performing Arts Center Project**

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Section 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

END OF DOCUMENT

DOCUMENT 006200
CBA Form 1 (Attachment A) – Letter of Assent

To be signed by all Contractors awarded work covered by the Community Benefits Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

[DATE]

SWC CBA Administrator
Attn: Project Labor Coordinator
900 Otay Lakes Road, Building 98A
Chula Vista, CA 91910

Re: Southwestern Community College District Community Benefits Agreement for Construction and Major Rehabilitation

Dear Sir,

This is to confirm [*****Name of Company*****] agrees to be party to and bound by the Southwestern Community College District Community Benefits Agreement – School Construction Major Rehabilitation effective 12/12/2013, as such Agreement may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [*****SWCCD Contract No. *****] and [*****Name of Project/ School*****], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,
[Name of Construction Company]

By:
[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 4, Section 4.4(b)]

CBA Form A - Letter of Assent Rev 1/6/2016

**DOCUMENT 007000
GENERAL CONDITIONS
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**DOCUMENT 007000
GENERAL CONDITIONS**

Article 1. DEFINITIONS

- A. The "District" and "Contractor" are those mentioned as such in the agreement. For convenience and brevity, these terms, as well as terms identifying other persons involved in the contract are treated throughout the contract documents as if they are of singular number and masculine gender.
- B. "Subcontractor," as used herein, includes those having a direct contract with Contractor and one who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- C. "Surety" is the person, firm, or corporation, admitted as a California admitted surety, that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.
- D. "Provide" shall include "provide complete in place," that is, "furnish and install."
- E. Words such as "indicated," "shown," "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Architect is intended, unless stated otherwise.
- F. "Work" of the Contractor or subcontractor includes labor or materials or both.
- G. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.
- H. Where the words "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the Architect is required.
- I. Where the word "required" and words of similar meaning are used, it shall mean, "As required to properly complete the work as required by the Architect," unless stated otherwise.
- J. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.
- K. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the Architect and District is intended.
- L. Where shown, the words "includes," and "including," do not limit the work to the items following those words.

Article 2. DRAWINGS AND SPECIFICATIONS

- A. **Contract Documents.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- B. **Interpretations.** Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the architect in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:
- (1) Special Conditions shall take precedence over General Conditions.
 - (2) Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.
 - (3) In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.
 - (4) With regard to drawings:
 - (a) Figures govern over scaled dimensions;
 - (b) Larger details govern over general drawings;
 - (c) Addenda/change order drawings govern over contract drawings
 - (d) Contract drawings govern over standard drawings.
 - (5) Work not particularly shown or specified shall be the same as similar parts that are shown or specified.
- C. **Misunderstanding of drawings and specifications shall be clarified by the architect, whose decisions shall be final.**
- D. **Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.**
- E. **The Contractor has submitted a signed site visit certification document. By doing so the Contractor certifies that they have visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Contractor fully understands the facilities, difficulties, and restrictions attending the execution of the Work under contract. The Contractor agrees to fully indemnify the Southwestern Community College District, its Architect, its Engineer, its Program Manager, and all of their respective**

officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during the visit to the Site.

The Contractor acknowledges that any conditions relating to construction and labor that could have been identified during the bidding period that may a time and cost impact to the Project shall be no additional cost to the District.

Article 3. COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS

- A. In case of ambiguity, conflict, or lack of information, architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for proper execution of work. For purposes of this section "reasonable promptness" shall mean as soon as possible in order for Contractor to execute the work. If the item is identified by the Contractor as a critical path item, "reasonable promptness" shall mean no more than five (5) business days, and no more than ten business days, if it involves consultants' input. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.
- B. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. Project shall be commenced on or before the date stated in District's notice to the contractor to proceed and shall be completed by Contractor in the time specified in the Special Conditions. The District is under no obligation to consider early completion of the project and the contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official contract completion date. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until work is completed and accepted. Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the

- contractual completion date.
- B. Contractor shall abide by District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (i.e., exterior finishes). Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. The District's consideration of time extension requests will take into account situations when rain days exceed the normal frequency and amount based on the closest weather station data averaged over the past three years, for the period of this contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work he can possibly complete during inclement weather (i.e., interior work).
- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall, within five (5) days, or such other time as mutually agreed by the parties, of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract), notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the project beyond the contractual completion date.
- D. **Determining Damages for Delay.** District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.
- E. **Removal or Relocation of Main or Trunk line Utility Facilities.** The Contractor shall not be assessed for liquidated damages for delay in completion of the project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunk line utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunk line utility facilities, or to provide for its removal or relocation. In

accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunk line utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof.

Article 7. PROGRESS SCHEDULE

- A. Within five (5) days after the date of the Award of the Contract, Contractor shall prepare a baseline progress schedule in hard copy and disk form and shall submit this schedule for the District's approval. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the project within the time specified for completion. The schedule shall include milestones and shall include the "critical path" of construction. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the project; the District's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the District's acceptance of the schedule. **The first payment will not be made unless the District has been provided and has accepted the project schedule.**
- B. The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the contract time. Excess time may be picked up with "float time" at the discretion of the District. A "bar chart" in reasonably complete detail shall be adequate in contracts over \$1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. **At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims.**

Article 8. CONTRACT SECURITY

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of contract price as security for faithful performance of this contract and shall furnish a separate bond as security for payment of persons performing labor and furnishing materials in connection with this contract. The Payment Bond must be in the amount of 100 percent of the total amount payable. Both the Payment and the Performance Bonds must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish. Aforesaid bonds shall be in form set forth in these contract documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds.

Article 9. ASSIGNMENT

Contractor shall not assign this contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code.

Article 10. PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of project, shall be or become directly or indirectly interested financially in this contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of project, shall become directly or indirectly interested financially in this contract or in any part thereof.

Article 11. SEPARATE CONTRACTS

District reserves the right to let other contracts in connection with this work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to architect any defects in such work that renders it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his work, except as to defects which may develop in the other contractor's work after execution of contractor's work.

To insure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the architect any discrepancy between executed work and contract documents.

Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by District in prosecution of project to the end that Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on project, or caused

by any decision or omission of District respecting the order of precedence in performance of contracts.

Article 12. SUBCONTRACTING

- A. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this contract, Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by him. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and District. The District shall be deemed to be the third party beneficiary of the contract between the contractor and the subcontractor.
- B. District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.
- C. Substitution or addition of subcontractors shall be permitted only as authorized in chapter 4 (commencing at section 4100), part 1, division 2 of the California Public Contract Code.

Article 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT

District may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his surety stating its intention to terminate this contract if the Contractor (i) refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or (vii) if he should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of District, or (ix) otherwise be guilty of a substantial violation of any provision of the contract, or (x) if he or his subcontractors should violate any of the provisions of this contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within five days (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall be deemed to have ceased and terminated. The Contractor then shall not be entitled to receive any further payment until work is finished. Upon the termination of the contract as provided above, District shall immediately serve upon surety and contractor written notice of termination stating that the contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this contract, provided, however, that if surety, within five (5) days after service upon it of said notice of termination, does not give District written notice of its intention to take over and perform this contract and does not commence performance thereof within seven (7) days from the date of service upon it of such notice of termination, District may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of

Contractor. If Surety does not perform the project work itself, the Surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the project, and upon request by District, Surety shall provide District Evidence of Responsibility of Surety's proposed contractor or contractors. District shall be entitled to reject Surety's choice of contractor or contractors if District determines in its sole discretion that the contractor or contractors are non-responsible. If Surety provides District written notice of its intention to take over and perform this contract, within fourteen (14) days of such written notice of intent to take over and perform, Surety or its chosen contractor or contractors (if such contractor or contractors are approved by District) shall provide District a detailed Progress Schedule as specified in Article 7 above. Contractor and his surety shall be liable to District for any excess cost or other damages occasioned the District as a result of Surety or Surety's contractor or contractor's takeover and performance. If the District takes over the work as hereinabove provided, the District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore. If the unpaid balance of the contract price exceeds the expense of finishing work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by architect.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Notwithstanding the foregoing provisions, this contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

Article 14. GUARANTEE

Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District with all appropriate guarantee or warranty certificates upon completion of the project.

Article 15. NOTICE AND SERVICE THEREOF

- A. Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
- (1) If notice is given to District, by personal delivery thereof to District's representative or District's architect or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative or architect, postage prepaid and registered;
 - (2) If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;
 - (3) If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.
 - (4) If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

Article 16. WORKERS

- A. Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or any one not skilled in work assigned to him
- B. Any person in the employ of the Contractor whom District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of District.

Article 17. WAGE RATES, PAYROLL RECORDS AND DEBARMENT

- A. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this

Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the District's LCP.

- B. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- C. As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind of nature including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage law as of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.
- D. Accurate payroll records shall be kept by the contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- E. It shall be the responsibility of Contractor to Comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. As of April, 2003, Labor Code section 1776 provides in relevant part,

"(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and

costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$ 25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section."

- F. **Debarment.** The Contractor or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

Article 18. APPRENTICES

- A. Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprentice able occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

Article 19. HOURS OF WORK

- A. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District.

Article 20. WORKERS' COMPENSATION INSURANCE

- A. The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
- B. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.
 - (1) Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which

shall be provided to District:

- (a) The Voluntary Compensation Endorsement; and
- (b) Broad Form All States Endorsement; and
- (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
- (d) Waiver of Subrogation Endorsement.

Article 21. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

- A. Contractor shall procure and maintain during the life of this contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as set forth in the Special Conditions hereof. The limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.
- B. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.
- C. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.
- D. Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insureds using form CG2010 11-85 or equivalent which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.
- E. The coverage afforded by the additional insured endorsement described in paragraph d above, shall apply as primary insurance, and any other insurance maintained by District, the members of District's Board of Trustees, or its officers, agents, employees and volunteers, or any self-funded program of District, shall be in excess only and not contributing with such coverage.

- F. Contractor shall notify District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of \$25,000. District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.
- G. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 24 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs d and e, above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.
- H. Contractor and District release each other, and their respective authorized representatives, from any Claims (as defined in Article 24 hereof), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.
- I. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
- (1) The policy retroactive date coincides with or precedes Contractor's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
 - (2) Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
 - (3) If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
 - (4) The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- J. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the contract, and District may, at its option, terminate the Agreement for any such default by Contractor.

- K. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance advisor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.
- L. District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- M. All deviations from the contractual insurance requirements stated herein must be approved in writing by District's risk manager.

Article 22. BUILDER'S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE

- A. It is the Contractor's responsibility to maintain or cause to be maintained builder's risk insurance or applicable installation coverage on all work, material, equipment, appliances, tools, and structures which are a part of the contract and subject to loss or damage by fire, extended coverage, and vandalism and malicious mischief. District accepts no responsibility until the contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a certificate evidencing builder's risk or applicable installation of not less than the amount identified in the special conditions insurance coverage.
- B. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 - (1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the contract.
 - (2) Coverage shall include all materials stored on site and in transit.
 - (3) Coverage shall include Contractor's tools and equipment.
 - (4) Insurance shall include boiler, machinery and material hoist coverage.
- C. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

Article 23. PROOF OF CARRIAGE OF INSURANCE

- A. Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Agreement, deliver to District certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Agreement. Contractor shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter,

copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to District within thirty (30) days prior to the expiration of the term of any policy required herein. Contractor shall permit District at all reasonable times to inspect any policies of insurance of Contractor which Contractor has not delivered to District.

- B. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating date of cancellation, reduction or other adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."

Any notice required to be sent pursuant to this section shall be to District's address as shown in the Notice to Contractors Calling for Bids.

- C. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice. All Certificates of Insurance provided by Contractor shall name District, the architect, and architect's consultants as additional insureds.
- D. After receiving written Notice of Cancellation of Insurance, Contractor shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may secure insurance at the Contractor's expense.
- E. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this agreement.

Article 24. INDEMNIFICATION

District shall not be liable for, and Contractor shall defend and indemnify District to the fullest extent permitted by law against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees, expert witness fees, investigation costs and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

Article 25. LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify architect in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If Contractor performs any work knowing it to be contrary to such

laws, ordinances, rules and regulations, and without such notice to architect, he shall bear all costs arising therefrom.

- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

Article 26. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

Article 27. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees, or obtain the funds from District prior to paying such fees.

Article 28. EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by District, unless otherwise specified.

Article 29. SURVEYS

Surveys to determine location of property lines and corners will be supplied by District. Surveys to determine locations of construction, grading, and site work shall be provided by Contractor.

Article 30. EXCISE TAXES

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

Article 31. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

Article 32. MATERIALS

- A. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time.
- B. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.
- C. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.
- D. No materials, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. He further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

Article 33. SUBSTITUTIONS

- A. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. Any material, process, or article not exactly meeting the specifications in the documents in every respect shall be considered a substitution. If a material, process, or article offered by Contractor is not, in opinion of architect, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor.

- B. In accordance with Public Contract Code section 3400 "prior to or after the award of the contract", district must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than five (5) prior to bid opening, if the Contractor is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR IT'S REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

After award of the contract should the District determine in its sole discretion that substitution of an item or product is reasonable and necessary or reasonable and appropriate, the Contractor shall submit any substitution requests together with all data required to substantiate that the substituted product or item is an "or equal" to the specified product or item. The make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item, product or work and substantiates that it is an "or equal" to the specified item, product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted product is equivalent to the specified product or item in every way except as listed on the affidavit. Failure to submit all the needed substantiating data, including the signed affidavit, to the District Representative or Architect in a timely fashion so that the substitution can be adequately reviewed and considered prior to any necessity for its use or application may result in the rejection of the proposed substitution. The District Representative or Architect is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package either at time of submission of bid documents or in a timely manner after award of contract.

- C. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

Article 34. SHOP DRAWINGS

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other contractor, subcontractor, architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to architect. Each signed submittal shall affirm that the submittal meets all the requirements of the contract documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- B. Contractor shall advise District immediately, if architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable

promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the architect's professional judgment to permit adequate review.

Article 35. SUBMITTALS

- A. Contractor shall furnish for approval, within five (5) days following award of contract a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by architect within a reasonable time period so as not to cause delays on the project.
- C. This provision shall not authorize any extension of time for performance of this contract. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the architect's professional judgment fourteen days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
- D. If the Architect's response results in a change in the project, then such change shall be effected by a written change order.

Article 36. CLOSEOUT SUBMITTALS

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.

Article 37. COST BREAKDOWN AND PERIODICAL ESTIMATES

- A. Contractor shall furnish on forms approved by District:
- (1) Within ten (10) days of award of contract a detailed estimate giving a complete breakdown of contract price; and
 - (2) A periodical itemized estimate of work done for the purpose of making partial payments thereon;
 - (3) Within ten (10) days of request by District, a schedule of estimated monthly payments which shall be due him under the contract.
- B. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

Article 38. PAYMENTS AND RETENTION

- A. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within seven days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work or any portion thereof given by the District or architect shall remain uncomplished with.
- B. The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made within sixty (60) days after the date of completion of the work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:

- (1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
 - (2) The acceptance by the public agency, or its agent, of the work of improvement.
 - (3) For purposes of this contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.
 - (4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.
 - (5) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.
- C. This contract is subject to the provisions of Public Contract Code section 7107.
- D. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress.
- E. Whenever any part of the work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the project.

ARTICLE 39. PAYMENTS WITHHELD

- A. In addition to amounts which District may retain under any and all other articles in this contract including those entitled "Payments," and "Time for Completion and Liquidated Damages," District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
- (1) Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the project under this contract.
 - (2) Defective work not remedied.

- (3) Failure of Contractor to make proper payments to his subcontractor or for material or labor.
 - (4) Completion of contract if there is a reasonable doubt that contract can be completed for balance then unpaid.
 - (5) Damage to another Contractor.
 - (6) Amounts which may be due District for just claims against Contractor.
 - (7) Failure of Contractor to keep the record ("as-built") drawings up to date.
 - (8) Failure to provide update on construction schedule as required by Article 7 hereof.
- B. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 40. CHANGES AND EXTRA WORK

- A. **Changes in Work.** District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- B. In giving instructions, Contractor agrees that architect shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.
- C. **Unforeseen Conditions.** Contractor shall provide District with notice of unforeseen conditions immediately upon discovery of such conditions.
- D. Value of any such extra work, change, or deduction shall be determined at the discretion of District in one or more of the following ways:
- (1) By acceptable lump sum proposal from Contractor with itemization as required by District.
 - (2) By unit prices contained in Contractor's original bid and incorporated in contract documents or fixed by subsequent agreement between District and Contractor.

- (3) By the cost of material and labor and a percentage for overhead and profit. The following form shall be followed as applicable for additions and deductions to contract:

Item	Detail:	Extra/Credit
A	Material (attach itemized quantity and unit cost plus sales tax)	
B	Labor (attach itemized hours and base rates from identified prevailing wage schedules)	
C	General Liability and- Builder's Risk Insurance, Workers' Compensation-Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost. <u>Do not include this amount if OCIP is in place.</u>	
D	Subtotal	
E	Grand total of subcontractor's overhead and profit (including second and third tier subcontractors shall not to exceed 10% of Item (d)	
F	Subtotal	
G	General Contractor's Overhead and Profit, including extended home office overhead, not to exceed 5% of Item (d)	
H	Subtotal	
I	Bond Premium, not to exceed 1% of Item (h)	
J	Total	

- E. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up for deleted items. In addition, in no circumstance shall contractor be entitled to subcontractor's overhead costs or mark-up where work is performed by Contractor's own forces.
- F. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR

CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such five (5) working day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this article. In the event of a dispute as to any work to be performed, the District has the right to direct the Contractor to continue to proceed with work as directed, and the Contractor is obligated to continue performance of work and advise District of its concerns in writing in accordance with the provisions of this subsection f. The procedure for consideration shall be as stated above in this article.

- G. In the event a mutual agreement cannot be reached on the cost of a change order, Contractor and District agree that an industry estimating guide, such as an estimating guide published by Means, shall be used to determine the cost of a disputed change order item.
- H. All costs associated with the change are to be included in the change order proposal to the District. Costs may be in terms of time, money or both.

Article 41. DEDUCTIONS FOR UNCORRECTED WORK

If District deems it inexpedient to correct work injured or not done in accordance with contract, an equitable deduction from contract price shall be made therefore.

Article 42. PAYMENTS BY CONTRACTOR

Contractor shall pay:

- A. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered,
- B. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used, and
- C. To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

Article 43. CONTRACTOR'S SUPERVISION

- A. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent full-time job (project) superintendent satisfactory to District. The job superintendent shall not be changed except with the written consent of District unless the job superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. The job superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to

Contractor. Other directions shall be so confirmed on written request in each case.

- B. Contractor shall give efficient supervision to work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to architect any error, inconsistency or omission which he may discover. The Contractor shall not be liable to District for any damage resulting from errors or deficiencies in the contract documents or other instructions by the architect.

Article 44. INSPECTOR'S FIELD OFFICE

- A. NOT REQUIRED

Article 45. DOCUMENTS ON WORK

- A. Contractor shall keep one copy of all contract documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the contract, which are a part of contract documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.)
- B. Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.

Article 46. RECORD ("AS BUILT") DRAWINGS

- A. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"); Contractor shall require each trade to do its own as-builts. The trade as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.
- B. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.
- C. At the end of the project, the Contractor shall provide the district representative with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to

electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

Article 47. UTILITY USAGE

- A. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.
- B. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the project.
- C. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When District begins using the project, charges over and above power actually used for construction will be the responsibility of the District.
- D. If contract is for construction in existing facilities, Contractor may, with written permission of District, use District's existing utilities by making prearranged payments to District for utilities used by Contractor for construction.

Article 48. SANITARY FACILITIES

The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the inspector.

Article 49. TRENCHES

If the contract price exceeds \$25,000, the Contractor shall submit to the District or a registered civil or structural engineer employed by the District, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. No excavation of such trench or trenches shall be commenced until said plan has been accepted by District or the person to whom authority to accept has been delegated by District.

Article 50. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for the safety of employees on the project

and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to District by Contractor.

- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from architect or District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by architect or District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- C. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- D. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:
 - (1) Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)
 - (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - (3) Deliver materials to the building area over a route designated by architect.
 - (4) When directed by District, take preventive measures to eliminate objectionable dust.
 - (5) Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of architect. Contractor shall not unreasonably encumber premises with his materials. Contractor shall enforce all instructions of District and architect regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on construction site.
 - (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

Article 51. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the architect. Any required "as-built" drawings of site development shall be prepared by the qualified civil engineer or land surveyor licensed in California and approved by the architect.

Article 52. REMOVAL OF HAZARDOUS MATERIALS

- A. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the contract documents, Contractor shall contract directly for such specialized services. See Document **HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS DOCUMENT 00815** for additional information.
- B. In the event the Contractor encounters on the site additional material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, and architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by arbitration under Article 71 hereof.

Article 53. CUTTING AND PATCHING

- A. Contractor shall do all cutting, fitting, or patching of work as required to making several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as architect may direct.
- B. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.
- C. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of architect.

Article 54. CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

Article 55. CORRECTION OF WORK BEFORE FINAL PAYMENT

- A. Contractor shall promptly remove from the premises all work condemned by District as failing to conform to the contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with contract documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- B. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 56. ACCESS TO WORK

District and its representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions under contract.

Article 57. OCCUPANCY

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract.

Article 58. DISTRICT'S INSPECTOR

- A. If applicable, an inspector will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. His duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.
- B. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or architect shall have authority to stop work whenever the provisions of the contract documents are not being complied with and Contractor shall instruct his employees accordingly.

Article 59. TESTS AND INSPECTIONS

- A. If contract, District's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection **at least two (2) working days prior to being tested or covered up**. If inspection is by a public authority other than District, Contractor shall inform District of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District shall be promptly made and where practicable at source of supply. If any work should be covered up without approval or consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with

the contract. Costs for testing and inspection shall be paid by District. Costs of tests of any materials found not to be in compliance with the contract shall be paid by the Contractor.

- B. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.
- C. In advance of manufacture of materials to be supplied by Contractor under the contract, which by the terms of the contract must be tested, Contractor shall notify District in advance so that District may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from District's representative that such testing and inspection will not be required, shall not be incorporated into the work without the prior approval of District and subsequent testing and inspection.
- D. Re-examination of questioned work may be ordered by District. If so ordered, work must be uncovered by Contractor. If such work is found to be in accordance with the contract documents, District shall pay the costs of re-examination and replacement. If such work be found not to be in accordance with the contract documents, Contractor shall pay such costs.

Article 60. SOILS INVESTIGATION REPORT

Except as provided in Article 68, (unless otherwise specifically provided) when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the contract documents for performance of the Work, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Work shall be governed by provisions of the General Conditions of the Contract for unforeseen conditions.

Article 61. ARCHITECT'S STATUS

- A. In general and where appropriate and applicable, the architect shall be the District's representative during the construction period and shall observe the progress and quality of the work on behalf of the District. He shall have the authority to act on behalf of District only to the extent expressly provided in the contract documents. After consultation with the Inspector and after using his best efforts to consult with the District, the architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the contract.
- B. Contractor further acknowledges that the architect shall be, in the first instance, the judge of the performance of this contract.

Article 62. ARCHITECT'S DECISIONS

Contractor shall promptly notify District in writing if the architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the work.

Article 63. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

Article 64. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

Article 65. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

Article 66. ASSIGNMENT OF ANTITRUST ACTIONS

Contractor or subcontractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time District tenders final payment to the Contractor, without further acknowledgment by the parties.

Article 67. SUBSTITUTION OF SECURITY

- A. Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:
- (1) The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.
 - (2) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
 - (3) The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alia:
 - (a) The amount of securities to be deposited,
 - (b) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - (c) Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,
 - (d) Decrease in value of securities on deposit,
 - (e) The termination of the escrow upon completion of the contract.
 - (4) The Contractor shall obtain the written consent of the surety to such agreement.
 - (5) As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, District will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

Article 68. EXCAVATIONS DEEPER THAN FOUR FEET

If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following shall apply:

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code that is required to be

- removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work District shall issue a change order under the procedures described in this contract.
- C. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code section 7104).

Article 69. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- A. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the contract amount.
- B. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to District.
- C. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- D. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its Board Members, officers, agents, employees and authorized volunteers from and against any and all claims, demands,

losses or liabilities of any kind or nature which District, its Board Members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the project, except for liability resulting from the negligence or willful misconduct of District, its Board Members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with Permit.

Article 70. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS

- A. In accordance with Public Contract Code Sections 20104 et seq. and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and District shall be resolved under the following procedure unless District has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.
- B. All Claims. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled, or (3) an amount the payment of which is disputed by District.
- C. Claims Under \$50,000. District shall respond in writing to the claim within 45 days of receipt of the claim, or, District may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims District may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of District and the Contractor. District's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the Contractor to produce the additional information, whichever is greater.
- D. Claims over \$50,000 but less than or equal to \$375,000. District shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims District may have against the Contractor. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between District and the Contractor. District's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the Contractor to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- E. All Claims. The Contractor will submit the claim justification in the following format:
 - (1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
 - (2) List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other
 - (3) Chronology of events and correspondence
 - (4) Analysis of claim merit

- (5) Analysis of claim cost
 - (6) Analysis of time impact analysis in CPM format
 - (7) Cover letter and certification of validity of the claim
- F. All Claims. Notwithstanding the foregoing, all public works claims between the Contractor and the District shall be resolved pursuant to the procedures set forth in Public Contract Code Section 9204. The District will provide a written response to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim, unless the parties mutually agree to extend the time for response. If the District does not respond within the 45-day time period, or as extended by mutual agreement, the claim shall be deemed rejected in its entirety.
- G. All Claims. If the Contractor disputes District's response, or if District fails to respond within the statutory time period(s), the Contractor may so notify District within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, District shall schedule a meet and confer conference within 30 days.
- H. All Claims. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion thereof remains in dispute, the District shall provide the Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any portion of the claim that remains in dispute shall be submitted to nonbinding mediation. The selection of the mediator shall be in accordance with Public Contract Code section 9204, and the District and the Contractor shall equally share the associated mediator fees. Each party will be responsible for its own attorneys' fees and other costs.
- I. The Contractor must comply with the claims filing procedures set forth in Government Code section 900 et seq. for any claim or any portion thereof that remains in dispute after the meet and confer conference. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the Contractor submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- J. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by District, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.
- K. Government Code Claim. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.

Article 71. RESOLUTION OF CONSTRUCTION CLAIMS IN EXCESS OF \$375,000

- A. If a dispute in excess of a total value of \$375,000, arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 71. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.
- B. Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.
- C. The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").
- D. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- E. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
- F. At least ten (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.
- G. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.
- H. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.

- I. The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.
- J. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.
- K. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.
- L. The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.
- M. If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree to three (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.
- N. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

Article 72. GOVERNING LAW AND VENUE

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in San Diego County.

Article 73. FINGERPRINTING

District Determination of Fingerprinting Requirement Application is set forth in the Special Conditions.

- A. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving **More than Limited Contact with Students.**

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

B. Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving **Only Limited Contact with Students.**

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

Article 74. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS

If the project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the San Diego Regional Water Quality Control Board Resolution 95-63 and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

Article 75. NO ASBESTOS

- A. The Contractor will be required to execute and submit a Certificate Regarding Non-Asbestos Containing Materials.
- B. Removal of asbestos containing materials is part of the Project, and decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
 - (1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - (2) The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - (3) The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 - (4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- C. Removal of asbestos containing materials is part of the project. The cost of all asbestos removal, including, the cost of the asbestos removal contractor shall be borne entirely by the Contractor. The cost of the asbestos consultant/analytical and laboratory fees shall be borne by the District.
- D. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

ARTICLE 76. LABOR COMPLIANCE PROGRAM

This contract is subject to a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code. The Labor Compliance Program is incorporated by reference into the Contract and it will be enforced as required by state law and regulations and the Director of the Department of Industrial Relations. That law requires that District's labor compliance program shall include, but not be limited to, the following requirements:

- A. All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.
- B. A pre-job conference shall be conducted with the contractor and subcontractors to discuss

federal and state **labor** law requirements applicable to the contract.

- C. Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.
- D. The District shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.
- E. The District shall withhold contract payments when payroll records are delinquent or inadequate.
- F. The District shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

Article 77. Disabled Veterans Participation Goals and Record Retention

- A. In accordance with Education Code section 17076.11, this District has a participation goal for Disabled Veteran Business Enterprises (“DVBE”) of at least 3 percent per year of the overall dollar amount of funds allocated to the District.
- B. The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the contract.

Article 78. Notification of Third Party Claims

The District shall provide the Contractor with timely notification of the receipt by the District of any third party claim relating to this contract, and the District may charge back to the Contractor the cost of any such notification.

END OF GENERAL CONDITIONS DOCUMENT

**DOCUMENT 008000
SPECIAL CONDITIONS**

- A. **Time of Performance.** The work shall be commenced on the date stated in the District's notice to the Contractor to Proceed and shall be substantially complete within **169** consecutive calendar days from and after the date stated in such notice, and in accordance with the scheduled dates as specified below. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Agreement and Article 6 of General Conditions.)

Work under this contract shall be scheduled and coordinated in compliance with the following:

- 1) The anticipated date of the Notice of the Intent to Award is September 10, 2020.
- 2) The anticipated date of the award of the contract is October 13, 2020.
- 3) Contractor shall commence work on October 14, 2020.
- 4) Contractor shall achieve substantial completion by December 31, 2020.
- 5) Contractor shall complete full project and contract close-out by March 31, 2021.

B. **Additional Project Scope.**

- 1) In the base bid, the Contractor shall include all costs required to comply with the proper safety and sanitation protocols associated with COVID-19.
- 2) Contractor is responsible for providing survey services and coordinating all surveys required for the project.
- 3) Contractor shall submit a Delivery and Trucking request to the District 72 hours prior to all deliveries.
- 4) For road and parking lot closures, the Contractor shall submit a Request for Road or Parking Lot Closure form and develop a traffic plan as needed and provide all signage for traffic and pedestrian detours (signs must be approved by District Project Manager), and provide flagman as needed. The Request for Road or Parking Lot Closure form must be submitted to the District and approved 3 weeks prior to the scheduled closure.
- 5) The Request for Utility Outages form must be submitted to the District and approved 3 weeks prior to the scheduled outage.
- 6) Contractor shall be responsible for all utility mark outs. If a utility is damaged during construction, whether a known or unknown utility, the Contractor shall repair the damaged utility the same day—at the Contractor's expense if a known utility; or on a Time and Materials cost to the District for an unknown utility.

- 7) The Contractor is responsible for transporting all workers from the designated Contractor parking Lot to the construction site for the duration of the project.
- C. **Liquidated Damages.** If work under this contract is not ready for the intended use within the specified time periods above, including phases one through four and all milestones listed the agreed liquidated damages established in Article 6 of the General Conditions is **FIVE HUNDRED DOLLARS (\$ 500.00)** per day for each calendar date completion is delayed.
- D. **Documents Furnished.** The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is Zero (0).
- E. **Bonds.** Contractor shall provide (i) a bid bond in the amount of ten (10%) of the contract price; (ii) a payment bond in the total amount of bid or as specified in the Information to Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the contract price or as specified in the Information for Bidders.
- F. **EXPERIENCE MODIFICATION RATE (EMR).** All contractors are required to include a California recognized WCIRB (Workers' Compensation Insurance Rating Bureau) form (or equivalent), dated within the previous 12 months of the bid date, showing a modification rate of 1.25 or less. If a contractor's EMR is higher than 1.25, contractor may submit documentation explaining why the rate is high, and what actions contractor has made toward correcting any problems. The District, at its sole discretion, may or may not accept the reasons stated as being sufficient in order to accept the high EMR rate as cause for immediate disqualification.
- G. **Insurance.** As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than

\$2,000,000

OR

Commercial General Liability and Property Damage Insurance
(including automobile insurance) which provides
limits of not less than:

(a) Per occurrence (combined single limit) \$2,000,000

(b) Project Specific Aggregate \$2,000,000

(c) Products/Completed Operations \$2,000,000

(d) Personal & Advertising Injury limit \$2,000,000

AND

Builder's Risk (or Course of Construction Coverage) Applicable/Fire Insurance

(See Article 22) Project Replacement Value at.....100%
(One Hundred Percent)

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts	<u>\$1,000,000</u>
Material hoist where used in amounts	<u>\$1,000,000</u>
Explosion, collapse & Underground (XCU) coverage	<u>\$1,000,000</u>
Excess Liability Insurance coverage in the amount of	<u>\$1,000,000</u>

Additional Insured Endorsement: Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insured's.

- H. **Executed Copies:** The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is 2 (two).
- I. **License Classification:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the classification as required by the scope of work and as specified in the Notice to Contractors Calling for Bids.
- J. **Fingerprinting:**

Pursuant to the provisions of Article 74 of the General Conditions:

District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees,

- a. _____ are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 74 of the General Conditions.
- b. X are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 74 of the General Conditions.

END OF DOCUMENT

**DOCUMENT 008100
SUPPLEMENTAL GENERAL CONDITIONS**

- A. The following articles supersede the General Conditions as issued. When any article, paragraph or subparagraph is not modified or deleted by these SUPPLEMENTAL GENERAL CONDITIONS, the unaltered provisions of such Article, paragraph or subparagraph shall remain in effect.
1. Attend project meetings as necessary (at least once a week)
 2. Contractor is responsible for accepting existing conditions prior to commencement of work. Should the conditions not be acceptable, Contractor shall notify the Construction Manager in writing within 24 hours upon discovery of not acceptable conditions. Otherwise, Contractor will take acceptance of the existing conditions.
 3. Protect adjacent buildings, structures, etc. from all risks and potential damage associated with the respective work. Protect pedestrians (student, teachers, etc.), landscaping, existing utilities, and the school site as required. Repair all damage as necessary caused by the work. In addition, mark and identify any damage to the work and report it promptly to the Construction Manager.
 4. **Construction vehicles and Construction worker vehicles shall park in "Lot T ONLY" with valid parking permits (must be displayed on the dash, face up) are allowed to park in white-lined parking stalls only**
 5. Clean existing adjacent surfaces, once the work is complete, to the satisfaction of the Construction Manager.
 6. During the period of work, a representative of the firm should be available by phone twenty-four (24) hours a day for emergencies. Emergency after hour's phone # must be provided to Construction Manager.
 7. Contractor is responsible for traffic permits, any and all permits required by local authorities for all on site and off site work including costs and coordination with local authorities having jurisdiction required to complete work.
 8. Contractor is responsible for **all** coordination with the City of Chula Vista-including all traffic control and traffic signaling requirements and repairs. Contractor is also responsible for all coordination with SDG&E, Otay Water District and Pac-Bell/AT&T including inspection, installation of work and final connection.
 9. Contractor is responsible for all utility mark-out and all surveying.
 10. Contractor is to ensure that in no way are they to cause obstructions and affect accessibility to the facilities while performing the work.
 11. Provide cleanup at the construction site (inside and outside of project fence line) on a daily basis.

12. Contractor is to provide and ensure all safety measures (fencing with green screen, trench plates, delineators, traffic control and signage, flaggers) are in place at all times.
13. Contractor is to be made aware that the Material and Testing Company has been employed by the District. Contractor is responsible for co-coordinating (with the DSA Inspector and CM) all inspections and tests with the respective firms/individuals and that at least forty eight (48) hour notice is to be provided in advance to the respective firms/individuals.
14. Contractor is to be made aware that control of dust is critical due to the nature of the environment, i.e., School, and that Contractor is to ensure that dust levels are kept to a minimum at all times.
15. Contractor must be aware that students, staff and guests could be present on the campus at any given time and all work activities must be coordinated with the Construction Manager on a daily basis.
16. WORK MAY BE CONDUCTED DURING SCHOOL HOURS (6:30 a.m. – 7:00 p.m. Monday through Friday), HOWEVER, NOISY MACHINERY WORK AND CONSTRUCTION ACTIVITIES (i.e. trenching equipment operations, demolition activities, saw cutting, etc.) MAY NOT BE CONDUCTED ADJACENT TO OCCUPIED BUILDINGS DURING SCHOOL HOURS. AS A RESULT, SATURDAY & SUNDAY WORK MAY BE REQUIRED TO MEET THE CONSTRUCTION SCHEDULE. DISTRICT IS NOT RESPONSIBLE FOR ADDITIONAL COST AND/OR OVERTIME COST IF NOISY CONSTRUCTION ACTIVITIES NEED TO BE SCHEDULED AFTER HOURS OR DURING THE WEEKEND.
17. Thirty (30) days after punch list is generated contractor shall have completed all punch list items. If punch list is not completed within the 30 days the district may utilize liquidated damages or hire outside contractor to complete work and will charge contractor for 150% of cost to complete punch list items.
18. Contractor at no time shall discuss project with school employees. All communications should go through the Construction Manager.
19. Contractor to give Owner 2 days' notice for large Deliveries of materials, equipment, etc.
20. Hours of operation
 - a. Agency (6 AM – 10:30 PM)
 - b. Contractor (7 AM – 7 PM allowable work hour) (Hours after 7 PM must be approved by the District PM/CM)
21. In the event that Contractor needs to shut off utilities serving adjacent rooms and/or buildings to complete scopes of work Contractor shall do the following:
 - a. Written approval from the Construction Manager (72 hour notice) before shut off is allowed.

- b. Shut off of utilities during school hours (6:30 AM – 7:00 PM Monday through Friday) will not be allowed. Utility shutdowns must be scheduled after school hours starting at 10:30 PM and ending by 5:30 AM
22. All work should be performed in partitioned (fencing with green or black screen on the project side of the fence) area designated for construction. At no time shall Contractor perform work in general public areas without authorization from the District.
23. All deliveries to construction areas shall be done outside of school hours. If deliveries need to be made during school hours, upon District approval the deliveries must be dropped at laydown area.
24. Work may be required outside on designated construction areas. Work performed outside of construction areas should be coordinated with Construction Manager. At no time shall Contractor enter areas outside of the designated construction area without written approval on Construction Manager.
25. Contractor shall not park construction vehicles in general public areas that are not designed for general parking (parking permits are required).
26. Contractor shall submit three week look a-head schedules on a weekly basis.
27. Safety requirements for own work, in compliance with most recent OSHA regulations and in cooperation with SWC Safety Construction Rules.
28. Protection and cleaning of own work including barricades, coverage, signage, project fence line, green screen repair, installed materials, graffiti, etc. for the duration of project through completion and acceptance by owner.
29. Contractor is responsible for complying with the Construction Manager's project schedule, particularly as it pertains to staffing, and the ordering, fabrication, delivery of all materials.
30. Contractor is responsible for all trades move-on(s) to the project site at no additional cost to the District as required to comply with the project schedule for all project scope.
31. Contractor is responsible for recognizing this as a high priority project for the District, and that it shall require special priority, coordination, and management to maintain the District's project phasing schedule.
32. Contractors is responsible for costs for Re-inspections due to failure of Contractor to notify Construction Manager 48 hours prior to canceling an inspection, re-inspection caused by the Trade Contractors failure to comply with the plans and specifications (including failure of the test), and additional inspection costs to accommodate contractor initiated changes in the work for benefit of contractor. The District will only pay for the initial inspection.
33. Contractor is responsible for temporary power, portable lighting, electrical provisions, and provisions necessary to complete work.

34. Contractor is to provide, install and maintain the project temporary perimeter fence with black or green screen for the duration of the project. This includes graffiti and wind screen maintenance. Fencing is to be kept neat and orderly throughout the project. Areas of fencing that are unacceptable to the District or CM must be replaced within 48 hours.
35. The Contractor must coordinate with the District Staff and the CM team when work is to be performed which involves working within the confines of another ongoing construction project. Also the Contractor is responsible to provide and install a six foot high project delineation fence around the new area of work within the ongoing project to establish boundaries for fencing as well as providing safety and security for this Project.
36. Contractor is responsible for the completion and submittal of daily reports, schedule updates safety report and certified payroll. Current complete insurance certificates complying with the specified requirements are required to be delivered to the Construction Manager prior to the start of work and to be maintained throughout the duration of work
37. Flammable products must be continually stored per OSHA regulations.
38. Hazardous material containment required for any hazardous materials stored on site. (i.e. Fuel, oil, etc.).
39. Compliance with regulatory agencies i.e. Cal/OSHA, Fed/OSHA, trade organization and governing body requirements having jurisdiction over own work. In the event of conflicting regulations the more stringent shall take precedence.
40. Job Hazard Analysis (JHA) must be submitted to and approved by Construction Manager prior to commencement of work. Any new personnel that start work on this project must review and sign a log stating that they have reviewed the approved JHA's.
41. Contractor to comply with all ordinances regarding parking, hours of work and routing of delivery trucks to the project site. Hours of work shall be from 6:30 AM to 7:00 PM Monday through Saturday. Equipment cannot start prior to 7:00 AM. Contractor must seek written approval from the Construction Manager prior to start of work, if a deviation is desired, from the above times.
42. Contractor is responsible for storage and security of own materials and/or equipment located on and off jobsite property. The location of equipment and material staging is to be determined and approved by Construction Manager. Provide own work shed, yard, lighting and security fence if required for storage. Provide relocation of staging areas as necessary due to Construction Progress and as directed by Construction Manager.
43. Contractor is required to attend the mandatory pre-construction conference/job walk and include site verification form in the bid package.

44. Contractor is responsible for reviewing the project and is aware of existing conditions by attending the mandatory preconstruction conference /job walk and regardless of depiction of existing conditions on contract documents Contractor has included funds to deal with these existing conditions in the Contractor's base bid.
45. Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference and site walk with the District prior to starting underground work.
46. Contractor should recognize that there will be rock obstructions during trenching and excavations and will accommodate costs in their bids for removal of such obstructions.
47. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities. Trade contractor also responsible for potholing (including hand digging), locating, and documenting existing utility locations and turning over as-built to the CM.
48. Contractor is responsible for Calling Dig Alert before digging and request appropriate mark-out in area of work well in advance of starting work; it is the law. Contractor is responsible for the same day repair of any utility damaged or broken during the work associated with this agreement.
49. All trade contractors to include traffic control, traffic control plan creation that comply with State and local regulations and implementation, flagman or barricades including trench plates and/or temporary asphalt patching for own work and accessibility for other trades to the site as required. All trade contractors understand that the site is an operational campus and for public safety purposes shall provide a flagman-escort(s) front and back of any equipment as it travels on campus. Any lane closure or traffic control necessary for construction purposes on campus or off campus regarding the project must be approved 72 hours prior to work commencing. A detailed logistics plan and JHA must be submitted to CM with request.
50. Contractor shall provide proper notification to the city and governing agencies prior to performing work in public right of ways.
51. All deliveries and traffic control/safety plans that occur on campus must be approved by the Construction Manager and District prior to any commencement of said work.
52. Provide trench plates as required for own work and for campus traffic in order to maintain constant access to parking lots and perimeter road.
53. No company banners or signage to be displayed on site without permission of the owner.
54. Contractors is responsible for cleaning of streets, driveways, etc., as required for own operations and to comply with project BMP's.
55. Contractors is responsible for environmental conditions affecting own work including (SWPPP) installation and maintenance that pertains to own work.

56. Contractors is responsible for Storm Water Pollution control as required for scope of work, including conformance with erosion control plan and protection of own work as applies.
57. Contractors responsible for repair and replacement of SWPPP control measures disturbed by own operations.
58. Contractor is responsible for implementation of applicable Best Management Practices within the Storm Water Pollution Prevention Plan for own work including storage, fueling, dust control, water quality, waste disposal, dewatering, street cleaning, concrete washouts and removals etc. SWPPP & BMP's must be maintained at all times. This includes but is not limited to: stockpiles, concrete washouts, dirt tracking, housekeeping, inlet protection, and run on & run-off controls.
59. Contractor is responsible for repair and replacement of any installed SWPPP materials removed or damaged by Contractor's own work.
60. Contractors is responsible to provide and maintain dewatering operations for own work as required to eliminate ponding of water immediately after rainfall has occurred in order to allow these areas to dry out as quickly as possible.
61. Contractor is responsible for dewatering by whatever means necessary, including mechanical pumps, siphons, etc. Any SWPPP measures defeated or removed in the dewatering process shall be replaced per the posted SWPPP plan by the Contractor. Dewatering for grading operation, trenches, footings, pits, slab areas, etc., shall be done immediately by Contractor
62. Contractor to provide all slurry and thrust blocks required for own work.
63. Contractor is responsible for safe offing existing utilities and conditions corresponding to Contractor's scope of work (electrical, plumbing, mechanical, etc.) prior to beginning of demolition, grading and trenching operations.
64. Contractors responsible for layout and field measurements for own work.
65. Contractor is responsible to maintain all work activities within the limits of the construction boundary. Damage to adjacent finished surfaces will be the responsibility of the contractor to repair to like new condition.
66. Contractor is responsible for all loading, hauling, dumping of spoils and soils generated by own work to a legal offsite dumpsite location.
67. Contractor is responsible for tarp or heavy polyethylene and sandbags covering stockpile soils, and maintenance of same, as required by SWPPP compliance regulations.
68. Contractor to remove and dispose of tarp, heavy polyethylene, sandbags, hay bales, required to cover own stockpiled soils, as necessary for export and prior to project completion.

69. Import backfill material if required due to unsuitability of onsite materials. (Approval of imported material will be required).
70. Contractor to find, secure, obtain, and maintain, a source of import materials in quantities necessary to fulfill the requirements of the project in advance of start of work. Coordination of the testing of imported materials is the responsibility of this Contractor. See Soils Report.
71. Contractor is responsible promptly removed export materials from project. This site is limited in space and has no room for excessive stockpiles of material.
72. Contractor is responsible to provide all required excavation for own work.
73. Contractor is responsible to backfill as required for own work (curbs, walls, footings, etc.).
74. Contractor is responsible for all trenching, backfill, compaction, bedding, etc., as required for own work.
75. Contractor is responsible for restoring all grades/sub-grades to elevation, condition, and compaction as received at time of acceptance of grade/sub-grade.
76. Contractor is responsible to provide Survey per contract documents and Survey Specification sections.
77. Contractor is responsible for protection of stakes placed for own work. Errors and omissions insurance will be required for all survey operations. Once stakes are installed, it is the responsibility of each trade contractor to protect their requested staking. All costs associated with re-staking shall be the responsibility of the trade contractor.
78. Contractor to provide minimum 48 hour written notice required for soils testing or inspection.
79. Contractors to provide concrete washouts for own concrete work. Concrete trucks to be washed out at an area designated by Construction Manager.
80. Contractor to provide containment and is responsible for removal of all washout debris to a legal, off-site disposal location. Containment must comply with all SWPPP requirements. Repair any damage caused by concrete truck washouts, including cleaning of storm drains and catch basins. Provide signage (4'x8' minimum) reading "Concrete Washout Area".
81. Contractor to provide water for dust control, soil needs and washouts.
82. No radios or other music/news generating devices of any kind are allowed on this project.

83. If any of the contractual requirements listed above are not followed the District reserves to right to fine the Contractor **one hundred dollars (\$100.00)** for each offense.

B. GENERAL SAFETY RULES

Accident Prevention Signs and Tags

Required signs and symbols shall be visible at all times when work is being performed, and shall be removed or covered promptly when the hazard no longer exists. Refer to the Occupational Safety and Health manuals for examples and specifications of marking physical hazards.

Danger Signs

Danger signs shall be used only where an immediate hazard exists. These signs shall have red as the predominate color for the upper panel; blank outline on the borders; and white lower panel for additional sign wording.

Caution Signs

Caution signs shall be used only to warn against potential hazards or to caution against unsafe practices. These signs shall have yellow as the predominate color; black upper panel and borders; yellow lettering of "caution" on the black panel; and the lower yellow panels for additional sign wording.

Exit Signs

Exit signs shall be lettered in legible red letters, not less than 6 inches high, on a white field and the principal stroke of the letter shall be at least three-fourths inch in width.

Safety Instruction Signs

Safety instruction signs, when used, shall be white with green upper panel with white letters to convey the principle message. Any additional wording on the sign shall be black letters on the white background.

Directional Signs

Directional Signs shall be white with a burgundy panel and white directional symbol. Any additional wordings on the sign shall be burgundy letters on the white background.

Traffic Signs

Construction areas shall be posted with legible traffic signs at the points of hazard. All traffic control signs or devices used for protection or construction workmen shall conform to American National Standards Institute 6.1-1961, Manual on Uniform Traffic Control Devices for Streets and Highways.

Contractor/Workers Conduct

Practical jokes, horseplay, wrestling, fighting, profanity and lewd comments are prohibited and will not be tolerated. Non-compliance will be grounds for dismissal from project and/or employee(s) being forbidden entry onto the project. Interaction with Staff and/or students is not allowed and all workers must remain in the boundaries of the project site/laydown and parking areas with one exception, at the Districts discretion, workers will be allowed to use the cafeteria on the main campus providing construction dirt/dust/debris is not tracked into the cafeteria or dining areas and can conduct themselves in a professional manor (Roach Coach will not be permitted on campus).

Employee Identification

All project site employees will be issued an identification badge. Identification badges are required to be displayed and visible at all times by the person to whom it is issued and to be worn at times at any Southwestern College construction sites. Any person without an identification badge shall report to CM's office for verification of employment status, attendance at an orientation session, or issuance of a single day visitor pass. The identification badge shall be maintained in good condition. The identification badge shall be returned to CM or the Owner when employment on the Project is terminated or when requested by CM, or other authorized and designated person. All lost or stolen identification cards shall be immediately reported to CM or the Owner. A \$2 replacement fee will be required for each reissue of an identification badge along with verification of employment status

C. INTERIM LIFE SAFETY MATTERS FOR OCCUPIED FACILITIES

Specific Measures

Whenever construction affects the facility's ability to accommodate occupants (either because of disruption of services, interruption of normal operations, or when hazards are present), it will become necessary to implement interim life safety measures, as follows:

1. Ensure that all exits are clear. This includes areas directly affected as well as all other exits.
2. Ensure that there is free access to emergency services, that vehicles, material, etc. are not blocking the access route.
3. Disabling of fire protection systems. A small disaster could escalate if the fire protection system is not functional. Care should be given to provide an alternate system while the primary system is off-line. This includes scheduled maintenance, upgrade, repairs, or adding of coverage resulting in disabling system, and disabling system to allow maintenance or repairs to be completed on other systems (e.g. hot work).
4. Fire alarm, detection, and suppression systems must not be impaired. A temporary (but equivalent) system shall be used if the system is impaired. These temporary systems must be tested monthly.
5. Temporary construction partitions shall be smoke tight and noncombustible. Adequate signage shall discourage casual observers from opening or entering the partitions.
6. Additional fire-fighting equipment must be provided, as well as personnel trained in its use.
7. Smoking is prohibited on campus, in and adjacent to all construction areas. Strict enforcement must occur.
8. Construction site shall be kept clean and orderly. This includes material piles, debris, platforms, and break areas.
9. Hazard surveillance of sites shall be increased and documented. Attention is to be given to evacuation routes, construction areas, storage, office/lunch areas, and fuel storage.

10. Whenever the safeties of adjacent areas are compromised because of construction, staff shall be informed. Alternate exit routes shall be identified.
11. Facility-wide education programs are conducted explaining interim life safety matters and current life safety deficiencies.
12. The construction site must be restricted from all but authorized staff. Adequate signage shall be provided.
13. Alternate access must be provided for public and emergency traffic whenever disruption occurs.
14. Procedures must ensure that roads and pathways are clear of mud, debris, materials, etc.
15. Construction workers must be made aware of egress routes. Construction workers' egress routes must be inspected daily to ensure no obstacles.
16. Effective storage, housekeeping, and debris-removal policies and procedures must be in place to reduce collection of combustibles in construction areas.
17. Fire zones altered, the owner's staff will be informed in regard to new or different life safety measures (with site plan and upon SWC approval) regarding their changed compartmentation and fire safety.
18. SWC/CM shall be kept apprised of status of life safety during project and proper notification must be made whenever life safety is diminished.

D. PARKING RULES AND REGULATIONS

Construction Personal and Equipment

On-campus parking and traffic is supervised by the Southwestern College Police Department. The following rules and regulations pertain to all vehicles within Southwestern College jurisdiction. A copy of the College parking policy for construction personal and equipment is available at the Southwestern College Police Department, Building 22, and at the Prop R Management Office, Building 98A, both located on the Chula Vista campus. Parking Rules and Regulations can also be found on the District's Web-Site and the following link.

<https://www.swccd.edu/student-support/safety-and-security/parking-services-and-enforcement/>

1. All regulatory signs on campus must be obeyed. Violators will be cited under California Vehicle Code Section 21113(a).
2. The maximum speed limit on the campus is **20 MPH**.
3. **Construction vehicles and Construction worker vehicles shall park in "Lot T ONLY" with valid parking permits (must be displayed on the dash, face up) are allowed to park in white-lined parking stalls only. Parking in triangles, along roadways, or along parking lot curbing is prohibited.**

4. **Parking on sidewalks and lawns is prohibited and violators will be cited.**
5. **Vehicle stopping, parking, or equipment staging is not allowed on the perimeter road of the main campus without a 72 hour written notice and approval by Construction Management Team.**
6. Permits are required at all Southwestern College sites. Except in metered or disabled person parking spaces, all vehicles must have a valid college parking permit, properly displayed, while parked on any campus. Permits are not valid in metered spaces. Vehicles parked in disabled person spaces must display valid state-issued disabled person identification at all times.
7. Short-term parking, intended for visitors to the campus, is available in the visitor parking lot (Lot A) adjacent to Building 12 on the main campus.
8. Single day permits, valid the date of issuance, are available for \$3.00 from permit dispensers at various locations on campus. These daily permits are valid in white-lined parking stalls only. (Currently, due to the District's closure, permit dispensers are non-operational)
9. Motorcycles may be parked only in areas designated for motorcycle parking and require a valid motorcycle permit. Multi-vehicle parking permits and single day parking permits are not available for motorcycle parking at this time.
10. Purchase of a parking permit does NOT guarantee a parking space. The responsibility for finding a legal parking space rests with the operator of the vehicle. Lack of space is not an excuse for illegal parking.
11. Southwestern College is not responsible for lost or stolen permits. Replacement permits may be purchased in the Cashier's Office.
12. Special permits may be issued by the College Police Department. Such permits must be displayed on the dash, face up.
13. All vehicles remaining for more than 15 minutes in any loading zone on campus will be cited.
14. General daily parking or special events parking after 11:00PM is prohibited.
15. Loitering or unauthorized parking on campus is strictly prohibited.

END OF DOCUMENT

DOCUMENT 008150
HAZARDOUS MATERIAL PROCEDURES AND REQUIREMENTS

A. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

B. Notice of Hazardous Waste or Materials Conditions

1. Contractor shall give notice in writing to the District, the Project Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - a) Material that Contractor or any Subcontractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - b) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
2. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
3. In response to Contractor's written notice, the District shall investigate the identified conditions.
4. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
5. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work, or performing the Work by others.

6. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

C. Additional Warranties and Representations

1. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
2. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
3. Contractor represents and warrants that it has studied carefully all requirements of the Asbestos and Lead-Related Construction Specifications for Southwestern Community Collage dated August 19,2011 regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its Contract Documents, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

D. Monitoring and Testing

1. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
2. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the

potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

3. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

E. Compliance with Laws

1. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
2. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - i The protection of the public health, welfare and environment;
 - ii Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
 - iii The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
 - iv The protection of environmentally sensitive areas such as wetlands and coastal areas.

F. Disposal

1. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
2. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous

Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

3. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

G. Permits

1. Before performing any of the work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility have fully complied with these requirements.
2. Contractor shall obtain all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law.
3. Contractor, all Subcontractors and any and all disposal facilities shall be in full compliance with all such permits, approvals and the regulations.
4. Before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.
5. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

H. Indemnification

To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

I. Termination

District shall have an absolute right to terminate the Contract for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste.

END OF DOCUMENT

DOCUMENT 009200
ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the **Southwestern College Bid No. 2021-0248 Furniture, Fixtures & Equipment for the Southwestern College Performing Arts Center Project** (hereinafter referred to as the "Project"), and submitted it to the Southwestern Community College District (hereinafter referred to as the "District") on behalf of _____ (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment shall be settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which are found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The ASBESTOS CONSULTANT shall be chosen and approved by the Architect or the District who shall have sole discretion and final determination in this matter.

The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the ASBESTOS CONSULTANT.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20__ at _____ California.

Signature of Contractor _____

Print Name _____

Title _____

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public In and for said County and State

My Commission Expires _____

END OF DOCUMENT

DOCUMENT 009250
HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Southwestern
Community College District ("District") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 009300
LEAD BASED PAINT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Southwestern
Community College District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243,

subd. (b.) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the

Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 009500
DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Southwestern
Community College District (“District”) and _____
_____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person’s or organization’s policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DOCUMENT 009600
 COMMUNITY OUTREACH BUSINESS ENTERPRISES**

The undersigned declares that he or she is the person who executed the bid for the **Southwestern College Bid No. 2021-0248 Furniture, Fixtures & Equipment for the Southwestern College Performing Arts Center Project** (hereinafter referred to as the “Project”), and submitted it to the Southwestern Community College District (hereinafter referred to as the “District”) on behalf of _____
 (hereinafter referred to as the “Contractor”).

The Southwestern Community College Board of Trustees recognizes the importance of promoting economic growth in the communities it serves and, therefore, encourages the inclusion of small, local, emerging, minority, woman-owned, disadvantaged owned, and disabled veteran-owned businesses in every aspect of the execution of the work.

Section 17076.11 of the California Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises (DVBE) of at least 3 percent, per year, of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, Contractor must submit this document to the District with its executed agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract. Bidders should not submit this form with their bids.

NOTE: Architectural, engineering, environmental, land surveying, or construction management firms must indicate their method of compliance by completing this form after selection by the District and before the contract is signed.

Method of Compliance with L/S/E/DVBE/MBE/WBE/DBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. L/S/E/DVBE/MBE/WBE/DBE owned and at least 40 percent of this contract will be performed by your forces	Include a copy of your L/S/E/DVBE/MBE/WBE/DBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services (“OSB”)*	Complete Part 1 of this form and the Certification
B. L/S/E/DVBE/MBE/WBE/DBE owned but is unable to perform 40 percent of this contract with your forces	USE L/S/E/DVBE/MBE/WBE/DBE subcontractors / suppliers to bring the contract participation to at least 40 percent	Include a copy of each L/S/E/DVBE/MBE/WBE/DBE letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. NOT L/S/E/DVBE/MBE/WBE/DBE	Use L/S/E/DVBE/MBE/WBE/DBE subcontractors / suppliers for at least 40 percent of this contract	
D. Unable to meet the required participation goals	Complete all of this Certification form	

* A L/S/E/DVBE/MBE/WBE/DBE letter from OSB is obtained from the participating L/S/E/DVBE/MBE/WBE/DBE. If the letter is not provided, the bidder may be ineligible for award of the contract.

You must complete the following table to show the dollar amount of L/S/E/DVBE/MBE/WBE/DBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
B. L/S/E/DVBE/MBE/WBE/DBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non- L/S/E/DVBE/MBE/WBE/DBE	
E. Total Bid	

Contacts. To identify L/S/E/DVBE/MBE/WBE/DBE subcontractors/suppliers for participation in your contract, you must contact those organization listed in each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
A. OSB, which publishes a list of DVBE's; Internet Address: Http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
			*

*Write "recorded message" in this column, if applicable.

L/S/E/DVBE/MBE/WBE/DBE Solicitations. List L/S/E/DVBE/MBE/WBE/DBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list L/S/E/DVBE/MBE/WBE/DBE solicitations, please use a separate page and attach to this form.

IF THE L/S/E/DVBE/MBE/WBE/DBE	THEN.....	AND.....		
was selected to participate	Check "yes" in the Selected column, include the applicable dollar amount in Part III of the Form SAB 515PB	include a copy of their L/S/E/DVBE/MBE/WBE/DBE letter from OSB		
was <i>NOT</i> selected to participate	Check "no" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.
 I, _____ certify that I am the Contractor's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the California Government Code providing for the imposition of treble damages for making false claims.

Executed this _____ day of _____, 20__ at _____ California.

Signature of Contractor _____

Print Name _____

Title _____

Subscribed and sworn to before me this ___ day of _____, 20__

 Notary Public In and for said County and State
 My Commission Expires _____

END OF DOCUMENT

**DOCUMENT 009800
PREVAILING WAGE CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between Southwestern
Community College District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the labor compliance program, if this Project is subject to a labor compliance program.

[IF THIS PROJECT USES FEDERAL FUNDS, DISTRICT SHOULD INCLUDE THE FOLLOWING] I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

General Requirements Subgroup

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 116184 –PRODUCTION LIGHTING FIXTURES AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Services as listed herein and related to the furnishing and commissioning of production lighting dimming and control system equipment.
2. Termination of low voltage lighting control network connections, including but not limited to DMX, and all control wire in the system at control outlets, button stations, LC stations, DMX and 0-10v lighting fixtures, relay panels, and architectural control processor, emergency lighting control and as required for a complete and working system.
3. Programming and addressing of DMX controlled architectural lighting fixtures controlled by the production lighting system.

1.2 RELATED SECTIONS

A. Coordinate with the following sections in carrying out this work:

1. Division 1 – General Conditions

1.3 REFERENCES

- A. Comply with all national, state and local regulations. In the event of conflict between these specifications and the applicable regulations, the more stringent shall govern.
- B. Equipment shall be provided per the related trade and regulatory guidelines including but not limited to UL, CEC, IEEE, and all manufacturer's recommendations and requirements. Contractor shall be responsible in the event that work under their control voids or jeopardizes manufacturers' warranties.
- C. Labor shall be provided per applicable labor regulations and practices.

1.4 DEFINITIONS

- A. Refer to Div. 1 for definitions.
- B. District: For the scope in this Section, authorized personnel representing the District and The Shalleck Collaborative, Inc., Theatre Consultants.

1.5 SYSTEM DESCRIPTION

- A. Production lighting fixture package for proscenium theatre, black box theatre, dance studio, and theatre lab. The following shall be provided:
 - 1. Production Lighting Fixtures
 - 2. Production Lighting portable cables
 - 3. Production lighting accessories
- B. The items provided shall be new and complete.

1.6 CURRENT TECHNOLOGY

- A. Only the most current hardware and software shall be provided. In no case will discontinued or superseded products be acceptable. If the manufacturer has developed and successfully released products that meet or exceed the criteria within this specification, the Contractor shall notify the District's Representative and submit the new product for review. If accepted, the products will be provided at no additional cost to the District. Software upgrades and authorized support services for its proper integration into the system shall be provided at no cost to the District throughout the warranty period.
- B. In the event of known product defaults or recall, the Contractor shall immediately notify the District and District's Representative and make immediate arrangements for remedy.
- C. None of the stipulations herein shall be grounds for revision to the project schedule.
- D. See related procedures under Warranties in this Section.

1.7 SUBSTITUTIONS

- A. All requests for substitutions from the specified materials, assemblies or related services shall be submitted for review by the District's Representative prior to bid. Substitution requests made after bid shall be neither reviewed nor accepted. Requests shall be made in accordance with Division 1 of the specifications, and in a timely fashion so as to not affect the project schedule in either case of the substitution being accepted or rejected.
- B. Documentation for the substitution shall be submitted with supporting material and shall include the related information for the item as specified so that equivalence can be demonstrated. The burden of proof rests solely upon the Contractor. The District's Representative shall be the sole evaluator of the fitness of the substitution.
- C. All expenses related to the substitution including, but not limited to, all fees and expenses incurred in the evaluation of the substitution, and any effect on the costs and schedule of other trades whether or not the substitution is accepted, shall be borne by the Contractor.

1.8 SUBMITTALS

- A. Submittals shall be made in accordance with Division 1.
- B. If permitted under Division 1, all submittals shall be made in electronic format.
 - 1. Files shall be in .pdf format, and submitted via email, download, CD or DVD.
- C. Submittals shall be made in a timely fashion so as to not affect the project schedule and shall allow for adequate time for review and resubmittal. Partial submittals shall not be acceptable and shall be returned without review.
- D. Submittals shall be reviewed, and field dimensions verified prior to commencing acquisition for, and fabrication of the work in this section. All services and parts of the work in this section shall be verified through the submittal process.
- E. Submit item inventory list and data sheets for all component parts, which shall include all information necessary to verify compliance with this Section.

1.9 WARRANTY

- A. Warranty shall provide coverage of material and product defects and assembly workmanship or installation for a period of two years following the date of acceptance by the District.
- B. Items under warranty shall be serviced to the satisfaction of the District with 14 days of notification to the Contractor. If warranty claims are not serviced to the satisfaction of the District within the 14-day period, the Contractor shall bear all costs that arise as a result of the delay, including, but not limited to, the use of temporary replacement components, additional District's staffing or overtime, shipping, and cancelled uses or performances.

1.10 QUALITY ASSURANCE

- A. Equipment in this Section shall be provided by specialty subcontractors and manufacturers meeting the qualifications listed herein.
- B. Specialty subcontractors shall have been continuously engaged in the sales and integration of lighting control equipment similar to that specified herein for a minimum of ten years.
 - 1. Manufacturer shall have been continuously engaged in the manufacturing of lighting control equipment similar to that specified herein for a minimum of ten years.
- C. Specialty suppliers shall have at time of bid, and continuously maintain throughout the project and warranty period, a specialty Contractor's license appropriate for the work in this Section.
- D. Specialty subcontractors shall have within their employ manufacturer's factory authorized field services technicians, within a four-hour travel distance from the Project site.
- E. All equipment shall be UL listed and bear the appropriate labels.

1.11 DELIVERY, STORAGE AND HANDLING

- A. Packing shall prevent damage to the equipment during transit. Costs to repair or replace all equipment damaged during the course of the contract services shall be borne by the Contractor.
- B. Do not deliver materials in this Section until building is ready for installation. Contractor is responsible for properly sequencing the work and protecting equipment from damage during delivery, handling, storage and installation.
- C. Contractor is responsible to coordinate and provide secure and protected storage as required for the execution of the Contract.
 - 1. Devices shall not be delivered to the project site until the site is suitably clean and all adjacent finish work that may be painted or produce dust has been completed. The contractor shall provide and maintain complete protection of all devices until the project has been made available for occupancy by the District. The Contractor shall thoroughly clean and remove any dirt or dust that infiltrates system components and shall be responsible for timely replacement of any damaged components.

1.12 PROJECT CONDITIONS

- A. Defects in the field which may impact the work in this Section shall be reported to the District's Representative and corrected in accordance with the requirements of the applicable Section of work prior to commencement of the work in this Section.

PART 2 - PRODUCTS

2.1 PRE-APPROVED SPECIALTY SUBCONTRACTORS

- A. The following production systems specialty subcontractors have been pre-approved for bidding for the work in this section:

B.

Barbizon Light of the Rockies 8269
East 23rd Avenue, Suite 111
Denver, CO 80238
T: 303-394-9875
Contact: Peter Maurelli

4Wall Entertainment
5435 W. San Fernando
Rd. Los Angeles, CA
90039 (818) 252-7481

Staging Concepts
Contact: Tom Bateman
Regional Sales Manager: West
7008 Northland Drive, Suite 150,
Minneapolis, MN 55428
763.300.4398
E-mail: tbateman@stagingconcepts.com

- C. All other specialty subcontractors must be approved prior to bid. Other contractors seeking acceptance must submit the following information at least 2 weeks prior to the bid opening date. Approval of contractors will be by addenda. Failure to submit any of the required information will automatically disqualify the contractor from consideration of approval.
1. A listing of five equivalent installations including:
 - a. Name, address and telephone number of District;
 - b. Name, address and telephone number of District Consultant;
 - c. Scope of work.
 - d. A brief written description of the contractor's operation including facilities, financial capabilities, and experience of key personnel.
 - e. A statement from a bonding company agreeing to provide the required bonds in the amount required for the project.
 - f. Documentation necessary to show compliance with Quality Assurance, above
- D. Permission to bid does not imply acceptance of the specialty subcontractors. It is the sole responsibility of the contractor for this Section to ensure that any price quotations received, and submittals made, are for control systems that meet or exceed the specifications.

2.2 MANUFACTURERS

- A. The equipment provided shall be the products of the following pre-approved manufacturers, and shall meet the specifications listed herein:
1. Altman Lighting
 2. Canto USA
 3. Chauvet Professional
 4. City Theatrical
 5. Electronic Theatre Controls
 6. Rosco Laboratories
 7. TOMCAT USA

2.3 MATERIALS

- A. All components supplied under this Section shall be new. Used or factory reconditioned components shall not be acceptable.

2.4 FIXTURES AND ACCESSORIES

A. General

1. Provide all stage lighting fixtures and accessories in quantities as listed in appendix 116184-A.
2. Models shall be as listed on the appendix.
3. Labeling:
 - a. Label all fixtures with permanent sticker on yoke identifying the owner and room.
 - 1) Sticker label shall be black with white characters and shall say "Southwestern College – ##" use 2 letter code for each production space. Label shall not be hand written.
 - a) MT = MAIN THEATRE
 - b) BB= BLACK BOX
 - c) TL = THEATRE LAB
 - d) DS= DANCE STUDIO
 - b. Label all cable in a similar manner,
 - 1) For every cable and adapter and 2-fer, provide 3" clear shrink wrap located 6" from one end with a heat-shrink label with the school name and space it is assigned to.
 - 2) In addition, at each end one shrink wrap piece shall be shrunk over single or multiple bands of colored cloth or electrician's tape per length of cable as listed below. Multiple bands shall be separated by a single width of the color tape, using the following code for cable length determination:
 - a) 5'-0" - red band at each end
 - b) 10'-0" - yellow band at each end
 - c) 25'-0" - two yellow bands and one red band at each end
 - d) 50'-0" - one orange band at each end
 - e) Tape color scheme shall be verified with district before production.
 - c. Label all other equipment and accessories similarly.

B. Lighting Fixtures

1. General
 - a. All fixtures shall be provided in a "ready to hang" state. Fixtures shall have the connector (where required) and C-clamp installed and shall provide any required initial programming or fixture set up.
 - b. Each fixture shall be provided with the following:
 - 1) Hardwired connector or Stage-Pin to Powercon input adapter, as applicable, plus spares.
 - 2) Safety Cable, Black, 1 per yoke, plus spares
 - 3) C-clamp, finished black, 1 per yoke/trunnion, plus spares
 - 4) Gel-frame, 1 per fixture, as applicable, plus spares
 - c. Fixtures shall be labeled with a black, printed adhesive label on the fixture yoke with the school name and space they are assigned to. As specified in general section above.

- d. Lenses: Provide High Definition Lens Tubes for spot fixtures and 7.5" plastic lenses for PAR fixtures.
 - 1) Provide High Definition Lenses for spot fixtures.
 - a) For 14 degree to 90 Degree lenses, provide 1 lens tube for each fixture plus 30% spare. The final quantity of each fixture shall be determined during the submittal process. The contractor may provide a base cost for the least expensive and provide line by line additive costs for each other type, or they may elect to provide a single costs to cover all lens types, and therefore not change costs as quantities are finalized, however, any additional costs for lens degrees must be disclosed at the time of bidding or no additional cost within this range will be paid to the contractor.
 - b) Provide 5 degree, 10 degree, 15-25 degree zoom and 25-50 degree zoom lenses in the quantities noted on the fixture equipment list.
 - 2) Provide par lenses in quantities shown on the equipment list, pro-rated as described based on the total par fixture count. Lenses for different manufacturer's equipment shall also be prorated.
 - 3) Provide Fresnel and Cyclorama adapter lenses in models and quantities as described in the equipment list.
 - 4) Final inventory of types of lenses to be determined during submittal process.
- 2. Provide programable moving lighting fixtures in quantities listed in the appendix.
 - a. Fixture shall be LED and shall employ the same color array as the non-moving stage lighting fixture inventory.
 - b. Fixture shall have the following characteristics:
 - 1) 6000 lumens
 - 2) 540 degree pan and degree 270 tilt
 - 3) 18-50 degree zoom
 - 4) Effects wheel – preinstalled
 - 5) 5 option gobo wheel with indexing/rotating gobos, preinstalled.
 - 6) Variable frost
 - 7) 36,000 hour LED L70 rating
 - 8) Iris
 - c. Provide Releve Spot by ETC model RELSPOT
 - d. Provide other moving light fixtures by model as listed in the equipment list.
- 3. Provide follow spots in quantities listed in the appendix.
 - a. Follow spots shall be mounted to a rolling stand with a yoke mount assembly.
 - b. Follow spots shall have the following characteristics:
 - 1) LED light source
 - 2) Douser Iris
 - 3) Iris
 - 4) 5 color minimum boomerang with pre-installed gel
 - 5) Gobo slot with holder
 - 6) 120v-240v operation with pre-terminated 15amp power cord.
 - 7) Ball bearing yoke

C. Portable Cables

1. Provide stage extension cable in quantities listed in the appendix.
2. 10A and 20A rated stage extension Cable
 - a. All connectors of the same manufacturer as those on the fixtures. Connectors shall provide clamping strain relief that tightly engages the cable jacket. Visible leads shall not be acceptable. Connectors shall have a Clear Cover.
 - b. Strain relief mechanism shall be fully engaged.
 - c. Cable shall be of neoprene covered, black, heavy duty SO, SOW or better three-wire 12/3 cable. Internal wiring shall be sized to circuit ampacity and shall be rated at 125°C.
 - d. Two-fers and adapters
 - 1) Provide molded Y adapters of neoprene covered, black, heavy duty SO, SOW or better three-wire 12/3 cable. Internal wiring shall be sized to circuit ampacity and shall be rated at 125°C.
3. Multiconductor "Fan-Out" Cables:
 - a. Provide "fan-out" cables of six 12/3 SO or SOW neoprene covered cables as specified above. Each 20A circuit shall have a dedicated ground wire terminating in the multipin connector. The grounds may be common within the multipin connector.
 - b. Provide with heavy-duty, locking multipin connector to mate with a multipin wiring device as specified above.
 - c. Strain Reliefs
 - 1) Provide 6-hole neoprene compressive sleeve grip correctly sized to restrain individual cables at multi-pin connector.
 - d. Each fan shall be 1'-6" long and shall terminate with 20A 3-pin connector.
 - e. Provide two (2) Male multi-pin to female 3-pin connector fans.
 - f. The cables shall "fan-out" from the multipin connector on 1'-6" centers. The first connector shall be 3'-0" from the multipin connector. Restrain cable bundle with black tie wraps.
 - g. Label pigtails with appropriate "A" (near) through "F" (far) circuit designations in a method as specified above.
 - h. One shrink wrap piece shall be shrunk over machine printed label indicating school name and space it belongs to.
4. Control cabling
 - a. Cable assemblies shall be heavy touring grade TMB ProPlex cable or similar.
 - b. 5-pin XLR- DMX Data Cable
 - 1) Provide DMX data cable as described below:
 - a) Cable shall have a gold plated, 5 pin XLR type connector.
 - b) DMX cable shall consist of two pairs of 22 AWG tinned copper stranded 19x34 with Fluorinated ethylene propylene insulation.
 - c) Cable shall be reinforced with 600# breaking strength kevlar strength member.
 - d) Inner shield shall be aluminum/mylar with 100% coverage.

- e) Outer shield shall be copper braid with 85% coverage.
- f) Outer jacket shall be black polyurethane with 5000psi tensile strength.
- g) Outside diameter shall not exceed 0.300".
- h) Cable weight, excluding connectors, shall not exceed 50 pounds per 1000 ft.
- i) Cable shall meet or exceed ETL specifications for DMX data transmission.
- j) Each cable shall be furnished with Velcro cable tie.
- k) Provide cable length labels as described above.
- l) Cable shall be TMB Proplex PC224P or equal.

D. Tools and Accessories

- 1. Provide tools and accessories in quantities listed in the appendix.
- 2. Fixture Accessories:
 - a. Barndoors shall be six leaf type and shall be finished black.
 - b. Top hats and half hats shall be "stackers" by city theatrical, or similar.
 - c. All safety cables and c-clamps shall be finished black.
 - d. Side arms shall have gusset support and sized for 1-1/2" pipe. Acceptable Products:
 - 1) City Theatrical Steel Safer Sidearm
 - 2) Altman Lighting Super Mega Side Arm
- 3. Provide testing tools in a hard shell, foam lined case with customized pockets created for each tool and associated cables and spare battery. Case shall be by Pelican or similar.
 - a. Tools shall be provided with initial programming/set up complete.

E. Power distribution Boxes

- 1. General
 - a. All outlets shall be breaker protected.
 - b. Box shall be housed in rubber exterior cover with integral stand to elevate receptacles above the floor level.
 - c. The box shall have a handle on the top.
- 2. Provide portable "distro-boxes" for the distribution of the 100A 3-phase 120/208VAC company switch power outlets into various types of output power.
- 3. Devices shall include 6' main SOW or SOOW pigtail with strain relief and safety interlocking connector that mates with the 100A pin and sleeve company switch as listed under Div. 26 IEC 60309 Pin and Sleeve connector.
- 4. Provide input main breaker.
- 5. Outputs shall mate with connectors required for devices such as 3-phase chain hoists and lighting effects (not used concurrently).
- 6. Connectors shall be distributed across the phases and color coded, shall include:
 - a. (6) NEMA straight blade, 5-20, 20A, single Phase
 - b. (6) NEMA locking, L6-20, 20A, Single Phase
 - c. (4) NEMA locking, L21-20, 20A Three Phase
 - d. (1) NEMA Straight Blade, 14-50, 50A, Single Phase

- e. (4) NEMA Locking, L16-20, 20A, Three Phase
 - f. (1) California Style, 50A Single Phase
 - g. (1) California Style, 50A Three Phase
 - h. (1) Cam Type, 16 Series, 100A, Three Phase
- 7. Verify maximum allowable amperage capacity with Manufacturer
 - 8. Distro-box shall include carrying handles and very heavy duty swivel casters.
 - 9. Individual connectors shall be provided with spring covers and breakers protected by an overall flip lid hinged cover.
 - 10. Dimensions shall be 22" x 17" x 18"
 - 11. Acceptable products shall be by Lex Products A50 power station Jr, part number PH100H1-M7T-81AJ6CC1CS6DE4DN1DW1DX4DZ-SUB, or equal.

B. Light ladders

- 1. Provide light ladders in quantity listed on the schedule.
- 2. Light ladders shall be constructed of steel HSS or bar stock channel stringers welded to 1-1/2" nominal schedule 40 steel pipe rungs.
- 3. Each light ladder shall have a heavy duty pipe clamp to attach to any of the battens.
- 4. Light ladders shall be 4-rung.
- 5. Light ladders shall be finished with black powder coat.
- 6. Acceptable Product:
 - a. Altman Lighting 4-Rung Light Ladder

C. Truss Lighting Boom

- 1. Provide truss lighting booms in quantities listed on the schedule.
- 2. Truss Lighting Booms shall be aluminum framed towers with one side open for access to fixture mounting. 1-1/2" pipes shall span horizontally inside the tower and secure to sides with hardware allowing vertical repositioning of the pipes.
- 3. Truss Lighting Booms shall have caster base with locking casters.
- 4. Truss Lighting Booms shall be 30" wide x 30" deep and as tall as possible to fit through standard door height.
- 5. Truss Lighting Booms shall be finished with black powder coat.
- 6. Acceptable Product:
 - a. Tomcat USA Dance Tower

PART 3 - EXECUTION

3.1 INSTALLATION

- A. For the commissioning services as listed herein only, coordinate scheduling and access with the Contractor and District and provide personnel lifts or ladders as required for access to the lighting equipment.
- B. For the commissioning services as listed herein only, remove all packing materials from the

jobsite. Insert operations and maintenance information into the project record documents as specified above in Submittals.

C. Delivery

1. Lighting fixtures shall be delivered in a ready to hang state with connectors and clamps attached having been shop verified and bench focused.
2. Upon arrival all fixtures shall be unloaded into main stage area and located in groupings by on the main stage deck.
3. After the District's representative has verified the inventory, each light shall be turned on to demonstrate function and then delivered to the room where it shall be placed in storage.
4. Store fixtures as listed below or as verbally directed by owner on the day of deliver/inspection.
 - a. Main stage, half distributed onto electric pipes and half distributed to stage gallery and catwalk railings.
 - b. Black Box – placed on pipes at side railings
 - c. Theatre Lab and Dance Studio - distributed on pipe grid
 - d. All pipe hung fixtures to be focused per the direction of district representative. Lighting plots to be provided by district representative two weeks prior to installation.

3.2 COMMISSIONING AND DEMONSTRATION

- A. Upon delivery of the items, the Contractor shall notify the District's Representative that the items are available for formal checkout. Notification shall be provided in writing. Checkouts shall be scheduled in accordance with the District's Representative's schedule.
- B. Make available for review by the District's Representative:
 1. All components for physical inspection and inventory.
- C. The Contractor shall be liable for any return visits by the District's Representative as a result of incomplete or incorrect installation, or erroneous representation that the Systems are complete and ready for the District's Representative to carry out their work.
- D. The Contractor shall arrange for access as necessary for inspection of equipment by the District's representatives.
- E. Training shall include, but not be limited to:
 1. Safety precautions.
 2. Identification of all elements provided under this section.
 3. Maintenance, diagnostics, trouble shooting, and cleaning techniques.
 4. Any software or technology training required to operate items provided in this section.
 5. Proper care and procedure for short and long term storage.
 6. Demonstration of set up and removal of all equipment types.

F. Provide 6 hours of training. Schedule to be determined by users.

3.3 APPENDICES

A. The specification is incomplete without the following appendix attached:

1. Appendix: 11 61 84-A – Schedule (equipment list)

END OF SECTION

Southwestern College Lighting Fixtures and Accessories

Production Lighting Fixtures

116184-A Appendix

Notes: "A/R" = As Required

REF	DESCRIPTION	MFR	MODEL	MAIN STAGE QTY	BLACK BOX QTY	DANCE STUDIO QTY	THEATRE LAB QTY	NOTES
<i>Production Lighting Fixtures</i>								
1F	LED Cyclorama light	ETC	CSCYC	-	7	-	-	Top row cyc Light
2F	LED Strip Lights	Chauvet	CYC 1 FC	20	-	-	-	Cyc ground Row (56'-0" length total)
	LED Strip Lights	Choma-Q	Color Force II 72	-	-	20		cyc top w/ asyemic lens, 3 rows bdr ltgs w/ diff. lens
3F	LED Ellipsoidal spotlight - Multi color	ETC	S4LEDS2LS-0	120	72	30	10	complete with with shutter barrel assembly
4F	LED Ellipsoidal Tungsten HD	ETC	S4LEDS2THDS-0	10	-	-	-	Concert Front Light complete with with shutter barrel assembly
5F	LED upgrade for (E) Fixtures	ETC	Source4wrđ	20	-	-	-	Adapter for existing incandescent Source Four fixtures
	LED Par Fixture - Multi-color	ETC	D40	20	20	-	10	
6F	LED Par Fixture - Multi-color	Altman	Spectra 100	-	10	20	10	LED PAR fixture with RGB color control
7F	LED Outdoor Par Fixture - White	Altman	Outdoor Par 600	0	-	-	10	For use in the ampitheater when needed
8F	LED Fresnel	Chauvet	Ovation FC	20	10	-	10	8" Fixture
9F	Lg Follow spot	Robert Juliat	Oz	3	-	-	-	Complete with rolling base
10F	Sm Follow spot	Robert Juliat	Alice	-	2	-	-	Complete with railing mount yoke
11F	LED Work Light	Altman	LED Work Light	8	6	4	6	
12F	Moving Light Fixture 1	ETC	RELSPOT	4	2	-	-	LED source, fanless, Fill Gobo Wheels
13F	Moving Light Fixture 2	High End	Solarframe Theatre	2	-	-	-	Discharge source, Fanless, Fill Gobo Wheels
14F	Moving Light Fixture 3	Martin	Rush Scanner 1	-	-	2	-	5-pin DMX - Provide Filled Gobo Wheel - GobosTBD

Southwestern College Lighting Fixtures and Accessories

Production Lighting Fixtures

116184-A Appendix

Notes: "A/R" = As Required

REF	DESCRIPTION	MFR	MODEL	MAIN STAGE QTY	BLACK BOX QTY	DANCE STUDIO QTY	THEATRE LAB QTY	NOTES
<i>Production Lighting Fixture Lenses</i>								
1L	Ellipsoidal spotlight lens - 5 degree	ETC	405LT	6	-	-	-	Lens Tube for Source 4 series fixtures
2L	Ellipsoidal spotlight lens - 10 degree	ETC	410LT	10	-	-	-	Lens Tube for Source 4 series fixtures
3L	Ellipsoidal spotlight lens - 14 degree	ETC	414LT	TBD	TBD	TBD	TBD	Enhanced Definition Lens for Source 4 fixtures
4L	Ellipsoidal spotlight lens - 19 degree	ETC	419EDLT	TBD	TBD	TBD	TBD	Enhanced Definition Lens for Source 4 fixtures
5L	Ellipsoidal spotlight lens - 26 degree	ETC	426EDLT	TBD	TBD	TBD	TBD	Enhanced Definition Lens for Source 4 fixtures
6L	Ellipsoidal spotlight lens - 36 degree	ETC	436EDLT	TBD	TBD	TBD	TBD	Enhanced Definition Lens for Source 4 fixtures
7L	Ellipsoidal spotlight lens - 50 degree	ETC	LED50LT	TBD	TBD	TBD	TBD	Enhanced Definition Lens for Source 4 fixtures
8L	Ellipsoidal spotlight lens - 70 degree	ETC	470LT	TBD	TBD	TBD	TBD	Enhanced Definition Lens for Source 4 fixtures
9L	Ellipsoidal spotlight lens - 90 degree	ETC	490LT	TBD	TBD	TBD	TBD	Enhanced Definition Lens for Source 4 fixtures
10L	Ellipsoidal spotlight zoom lens - 15-30 degree	ETC	41530LT	8	4	2	4	Zoom Lens Tube
11L	Ellipsoidal spotlight zoom lens - 25-50 degree	ETC	42550LT	2	4	8	4	Zoom Lens Tube
12L	LED Cyc Light Adapter	ETC	S4LEDCYC	9	5	-	-	Top row cyc Light
13L	LED fresnel Adapter	ETC	S4LEDFRES	-	-	-	2	
14L	PAR lenses - Linear - Very Narrow	ETC	SELLVN-7.5	10	8	5	3	0.25 x number of fixtures
15L	PAR lenses - Linear - Narrow	ETC	SELLN-7.5	10	8	5	3	0.25 x number of fixtures
16L	PAR lenses - Linear - Medium	ETC	SELLVM-7.5	10	8	5	3	0.25 x number of fixtures
17L	PAR lenses - Linear - Wide	ETC	SELLVW-7.5	10	8	5	3	0.25 x number of fixtures
18L	PAR lenses - Linear - Extra Wide	ETC	SELLVEW-7.5	10	8	5	3	0.25 x number of fixtures
19L	PAR lenses - Round - Very Narrow	ETC	SELRVN-7.5	10	8	5	3	0.25 x number of fixtures
20L	PAR lenses - Round - Narrow	ETC	SELRN-7.5	10	8	5	3	0.25 x number of fixtures
21L	PAR lenses - Round - Medium	ETC	SELRM-7.5	10	8	5	3	0.25 x number of fixtures
22L	PAR lenses - Round - Wide	ETC	SELRW-7.5	10	8	5	3	0.25 x number of fixtures
23L	PAR lenses - Oblong - Narrow	ETC	SELON-7.5	20	15	10	5	0.5 x number of fixtures
24L	PAR lenses - Oblong - Medium	ETC	SELOM-7.5	20	15	10	5	0.5 x number of fixtures
25L	PAR lenses - Oblong - Wide	ETC	SELOW-7.5	20	15	10	5	0.5 x number of fixtures

Southwestern College Lighting Fixtures and Accessories

Production Lighting Fixtures

116184-A Appendix

Notes: "A/R" = As Required

REF	DESCRIPTION	MFR	MODEL	MAIN STAGE QTY	BLACK BOX QTY	DANCE STUDIO QTY	THEATRE LAB QTY	NOTES
Spares & Fixture Add-ons								
1SP	5' PowerCon to Stage Pin power cable	ETC		A/R	A/R	A/R	A/R	0.25 x number of fixtures
2SP	C-Clamp	Contractor		A/R	A/R	A/R	A/R	1.1 x number of fixtures
3SP	Safety Cable, Black	Contractor		A/R	A/R	A/R	A/R	1.5 x number of yokes
4SP	Gel Frames, Source 4 ERS	ETC		A/R	A/R	A/R	A/R	1.5 x number of fixtures
5SP	Gel Frames, Fresnel/Par	ETC		A/R	A/R	A/R	A/R	1.5 x number of fixtures
Accessories								
1ACC	Top hat, Source 4 ERS	City Theatrical	Contractor	20	-	10	-	Stackable
2ACC	Half Hats, Source 4 ERS	City Theatrical	Contractor	20	-	10	-	Stackable
3ACC	Pattern Holders, A size, Source 4 ERS	City Theatrical	Contractor	20	10	6	6	For Standard Patterns
4ACC	Pattern Holders, Glass, Source 4 ERS	City Theatrical	Contractor	6	2	2	2	For Effects patterns
5ACC	Iris, Source 4	City Theatrical	Contractor	2	-	-	-	Drop In
6ACC	Donuts, Source 4	City Theatrical	Contractor	10	-	-	-	
7ACC	Barn Door, PAR	City Theatrical	Contractor	-	-	20	-	6 leaf barn door
8ACC	DMX Gobo Rotator	Rosco	RevoPRO	4	2	2	-	DMX programable dual gobo Rotator.
9ACC	DMX Iris	City Theatrical	Contractor	4	2	2	-	
10ACC	Film FX	GAM	5801	2	-	-	-	
11ACC	Fog Machine	See Spec	See Spec	1	-	-	-	
12ACC	Haze Machine	See Spec	See Spec	1	-	-	-	
13ACC	Egg Crate Louver	City Theatrical	Contractor	10	-	20	-	
14ACC	Sidearm	City Theatrical/Altman	Contractor	20	-	-	-	
15ACC	Truss lighting boom	Tomcat	Dance Tower	8	-	-	-	
16ACC	Lighting Ladder	Altman	264 4 RUNG	8	-	-	-	
17ACC	Moving Mirror	Rosco	I-Cue	4	-	2	-	

Southwestern College Lighting Fixtures and Accessories

Production Lighting Fixtures

116184-A Appendix

Notes: "A/R" = As Required

REF	DESCRIPTION	MFR	MODEL	MAIN STAGE QTY	BLACK BOX QTY	DANCE STUDIO QTY	THEATRE LAB QTY	NOTES
Tools								
1TL	Tester	Lex Products	Connector tester	1	-	-	-	Standard connector and cable tester for L5-20
2TL	Socapex Cable Tester	Lex Products	LT-19P	1	-	-	-	
3TL	DMX / RDM Generator / Tester	City Theatrcial	DMXcat	1	-	-	-	Set w/ case & adapters
Equipment								
1EQ	100A Portable Distro Panel- MISC	LEX	Power House Series	1	-	-	-	Configure per specification
Cables								
1C	Power Extension Cable, 5'	TMB	Contractor	10	10	10	10	Cable for Lighting Fixtures
2C	Power Extension Cable, 10'	TMB	Contractor	10	10	10	10	Cable for Lighting Fixtures
3C	Power Extension Cable, 25'	TMB	Contractor	10	10	2	2	Cable for Lighting Fixtures
4C	Power Extension Cable, 50'	TMB	Contractor	2	2	-	-	Cable for Lighting Fixtures
5C	Power Extension Two-Fer, Molded	TMB	Contractor	10	10	-	10	Cable for Lighting Fixtures
6C	Powercon/DMX Cable, 5'	TMB	Contractor	30	20	20	20	Cable for Lighting Fixtures
7C	Powercon/DMX Cable, 10'	TMB	Contractor	40	20	20	20	Cable for Lighting Fixtures
8C	Powercon/DMX Cable, 25'	TMB	Contractor	10	6	5	5	Cable for Lighting Fixtures
9C	Powercon/DMX Cable, 50'	TMB	Contractor	5	2	-	-	Cable for Lighting Fixtures
10C	5-pin DMX Cable, 5'	TMB	ProPlex	30	10	10	10	Cable for DMX Nodes
11C	5-pin DMX Cable, 10'	TMB	ProPlex	40	10	10	10	Cable for DMX Nodes
12C	5-pin DMX Cable, 25'	TMB	ProPlex	10	10	10	10	Cable for DMX Nodes
13C	Socapex Mult Cable, 25'	LEX	Contractor	10	10	-	-	
14C	Socapex Stage Box	LEX	Contractor	8	5	-	-	
15C	Socopex Fan-outs	LEX	Contractor	6	-	-	-	
16C	Orchestra Light Stringer, 50'	LEX	20A E-String	4	-	-	-	(6) NEMA 5-15 Receptacles

SECTION 116143 – PRODUCTION DRAPERY

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide stage drapery for the Southwestern College Performing Arts & Cultural Center.
- B. Section Includes:
 - 1. Services related to the furnishing and installation of stage draperies.
 - 2. Project specific information included in attached appendices.

1.2 RELATED SECTIONS

- A. Coordinate with the following sections in carrying out this work:
 - 1. Division 1 – General Conditions
 - 2. 11 61 24 – Production Platforms
 - 3. 11 61 25 – Dance Flooring
 - 4. 11 61 84 – Production Lighting Fixtures and Accessories

1.3 SCHEDULE

- A. See Division 1 for project delivery schedules.

1.4 REFERENCES

- A. Comply with all national, state and local regulations. In the event of conflict between these specifications and the applicable regulations, the more stringent shall govern.
- B. Equipment shall be provided per the related trade and regulatory guidelines including but not limited to UL, NEC, IEEE, and all manufacturer's recommendations and requirements. Contractor shall be responsible in the event that work under their control voids or jeopardizes manufacturers' warranties.
- C. Labor shall be provided per applicable labor regulations and practices.

1.5 DEFINITIONS

- A. District Representative: For the scope in this Section, authorized personnel representing the District and The Shalleck Collaborative, Inc., Theatre Consultants.

1.6 SYSTEM DESCRIPTION

- A. Fabricate, ship and install new theatrical stage draperies.

1.7 SUBSTITUTIONS

- A. All requests for substitutions from the specified materials, assemblies or related services shall be submitted for review by the Representative two weeks prior to bid. Substitution requests made after this time shall be neither reviewed nor accepted. Requests shall be made in accordance with Division 1 of the specifications, and in a timely fashion so as to not affect the project schedule in either case of the substitution being accepted or rejected.
- B. Documentation for the substitution shall be submitted with supporting material and shall including the related information for the item as specified so that equivalence can be demonstrated. The burden of proof rests solely upon the Contractor. The Representative shall be the sole evaluator of the fitness of the substitution.
- C. All expenses related to the substitution including, but not be limited to, all fees and expenses incurred in the evaluation of the substitution, and any effect on the costs and schedule of other trades whether or not the substitution is accepted, shall be borne by the Contractor.

1.8 SUBMITTALS

- A. Submittals shall be in accordance with Division 1.
- B. Submittals shall be made in electronically in PDF format except where noted otherwise.
 - 1. Submittals shall be transmitted via Email, Download or CD.
 - 2. Hard copy submittals shall be made upon request of the District's Representative.
 - 3. Samples, color cards and color swatches shall not be electronic.
- C. Submittals shall be made in a timely fashion so as to not affect the project schedule, and shall allow for adequate time for review and resubmittal. Partial submittals shall not be acceptable and shall be returned without review.
- D. Product Data:
 - 1. Submit data sheets for all standard component parts, which shall include all information necessary to verify compliance with this Section.
 - 2. Submit all details how each type of drape will be constructed.
 - 3. Product data shall properly identify each component's intended use. Any options or variations must be clearly noted.

E. Samples:

1. Samples shall not be electronic.
2. Upon 14 days of request by the District's Representative, submit samples for review. Samples may include, but are not limited to:
 - a. 1 bolt yard of black velour.
 - b. 1 bolt yard selected velour color, including any custom dyes.
 - c. 3 square feet of main curtain lining.
 - d. 3 square feet of cyc.
 - e. Sewing detail sampler demonstrating main curtain and cyc, showing top, side and bottoms.
 - f. (2) 12" sections of 3/4" pipe with sleeve and button coupler

F. Record Documents:

1. At time of delivery, submit the following record documents:
 - a. Regulatory listings and certifications as required by prevailing building codes.
 - b. Bill of materials
 - c. Product data
 - d. Flame certifications
 - e. Operations and instructions manuals for all products provided
 - f. Care and maintenance instructions
 - g. Service line and online contacts and warranty documents.
 - h. Any other data which was part of the submittals.
2. Submit record documents as three hard copies and one electronic copy in PDF format on CD or USB memory stick, Hardcopies shall be delivered in a 3-ring binder. Flame certificates, Warranty and any instruction booklets shall be in clear plastic sleeves.

1.9 WARRANTY

- A. Warranty shall provide coverage of material and product defects and assembly workmanship for a period of five (5) years following the date of acceptance by the Owner.
- B. Items under warranty shall be serviced to the satisfaction of the Owner with 14 days of notification to the Contractor.

1.10 QUALITY ASSURANCE

- A. Equipment in this Section shall be provided by specialty subcontractors and manufacturers meeting the qualifications listed herein.
- B. Specialty subcontractor shall have been continuously engaged in the sales of drapery equipment similar to that specified herein for a minimum of ten years.

C. Specialty subcontractors shall have at time of bid and continuously maintain throughout the project and warranty period a Specialty Contractor's license appropriate for the work in this Section and/or as listed in Division 1.

D. All draperies shall bear the appropriate labels.

1.11 DELIVERY, STORAGE AND HANDLING

A. Packing shall prevent damage to the equipment during transit. Costs to repair or replace all equipment damaged during the course of shipping shall be borne by the Contractor.

B. Draperies shall be packed and shipped in methods and containers that shall prevent crushing of finished goods.

1.12 MAINTENANCE

A. Maintenance stock shall include:

1. Drapery remnants.
2. 10% Spare Carabiners
3. 10% spare pre-cut tie lines.

PART 2 - PRODUCTS

2.1 PRE-APPROVED SPECIALTY SUBCONTRACTORS

A. The following production systems specialty subcontractors may bid the work in this section:

Staging Concepts

8400 Wyoming Avenue North, Suite 100
Minneapolis, MN
55445 Contact: Tom
Bateman (763) 300-
4398

4Wall Entertainment

5435 W. San Fernando
Rd. Los Angeles, CA
90039 (818) 252-7481

Barbizon Lighting

Company Contact: Rick
Loudenburg

8269 East 23rd Avenue, Suite 111
Denver, CO 80238
Tel: (303) 394-9875

B. All other manufacturers must be approved prior to bid. Other contractors seeking acceptance must submit the following information at least 2 weeks prior to the bid opening date. Approval of contractors will be by addenda. Failure to submit any of the required information will automatically disqualify the contractor from consideration of approval.

1. A listing of five equivalent installations including:
 - a. Name, address and telephone number of theatre;
 - b. Name, address and telephone number of Theatre Consultant;
 - c. Scope of work.
 - d. A brief written description of the contractor's operation including facilities, financial capabilities, and experience of key personnel.
2. A statement from a bonding company agreeing to provide the required bonds in the amount required for the project.

2.2 MATERIALS

- A. All components supplied under this Section shall be new. Used or factory reconditioned components shall not be acceptable.
- B. All clips, chains and other items of incidental hardware shall be furnished plated or painted.

2.3 FLAME CERTIFICATE

- A. Manufacturer's contact information, flame certifications, material and drape dimensions shall appear on a label sewn to the rear of a bottom offstage corner of every drapery. All edges of the label shall be captured by the stitching.

2.4 STAGE DRAPERIES

- A. Provide quantities per Appendix A
- B. Velour:
 1. Inherently flame retardant polyester.
 - a. Main Curtain and Valence Curtain shall match
 - b. Colors shall be as noted on the drape schedule.
 - 1) "Custom" color shall be a custom color match to a sample provided by the architect.
 - 2) "Standard" shall be as selected from the manufacturers standard selection.
 - 3) "Black" shall be black.
 - c. Masking draperies shall be black unless otherwise noted.

2. Acceptable fabrics:
 - a. KM Fabrics "Prestige" 25oz. per bolt yard IFR Velour
 - b. KM Fabrics "Charisma" 27oz. per bolt yard IFR Velour
 - c. KM Fabrics "Encore" 22 oz. per bolt yard IFR Velour
 3. Flame Retardancy: Fabrics must comply with flame retardancy according to the requirements of the National Fire Protection Association's NFPA #701.
 4. Fullness shall be as shown on drapery schedule.
 5. Nap shall be sewn up, unless otherwise noted on schedule.
- C. Seams: Seams between strips shall be single stitched without puckers using thread of matching color. Drapes shall be sewn so pile runs in the same direction. Seams shall be arranged to be concealed by Pleats.
- D. Pleats: Pleats for draperies specified with fullness shall be box sewn on 12" centers.
- E. Top Finish: 3-1/2" black nylon webbing shall be double stitched to the top of the curtain with 1" of face fabric turned under the webbing.
1. Brass rustproof grommets shall be inserted in pleat centers (12" centers on flat curtains). Grommets shall be used as follows: #4 grommets - lined velour, heavy weight fabrics.
 - a. Provide (1) grommet at the centerline of the drapery, even if that is misaligned with the rest of the grommet pattern.
 2. Track Mounted curtains shall be supplied with black powder coated carabineers at all grommets to attachment to carrier chain.
 3. Batten-mounted curtains are to be supplied with 36" braided #4 cotton tie lines. Tie lines shall be black or white to best match the curtains with the center line in alternate color to aid in hanging curtains.
 4. Provide a 12" square of face and lining fabric to the rear of a top offstage corner of each panel. This panel shall be available as a cutaway sample for testing of flame retardant characteristics over time.
 5. Provide machine printed labels listing drape dimensions sewn to rear of top webbing at each end and at or near center. Labels shall not be hand written.
 6. Center shall be marked on rear at webbing with a white stripe and an industry standard "CL" mark.
- F. Bottom Hems:
1. Flat Borders shall have open 6" bottom hems for bottom pipe
 - a. Flat borders shall be furnished with a 3/4" pipe batten, in 10 foot sections with internal sleeves and button couplers.

2. Legs shall have open 6" bottom hems for bottom pipe with separate interior chain pockets filled with #8 plated jack chain. Chain pockets shall be stitched so that the chain will ride 2" above the finished bottom edge of the curtain.
3. Curtains shall have 6" bottom hems complete with separate interior chain pockets filled with #8 plated jack chain. Chain pockets shall be stitched so that the chain will ride 2" above the finished bottom edge of the curtain.
4. Manufacturer's contact information, flame certifications, material and drape dimensions shall appear on a label sewn to the rear of a bottom offstage corner of each panel. Label shall be black with white lettering.

G. Side Hems:

1. Main Drape and traveler panels shall have 1/2 width of face fabric turned back at the leading edges.
2. All other side hems shall be 2".

H. Main Drape shall be lined, and sewing, shall conform to the following requirements:

1. Lining shall be in the same fullness as face fabric.
2. Lining shall finish 2" shorter than face fabric.
3. Lining shall be attached to the face fabric along the bottom hem at seams by 4" long heavy woven cotton tape.
4. Lining shall be black "Avora plus" IFR poly.

2.5 CYCLORAMA:

A. Cyclorama shall be:

1. Seamless leno filled scrim.
 - a. Color per drapery schedule.

B. Top Finish shall be the same as above except :

1. Install on the back side of the webbing – vertical hidden double #4 grommets, 12" on center with 36" braided #4 cotton tie lines installed.
 - a. Ties shall be white to best match the curtains with the center line in alternate color to aid in hanging curtains.

C. Bottom Hems:

1. Provide 6" bottom hem.
2. Cyclorama shall have an additional pipe pocket sewn to the back of the hem and shall be furnished with a 3/4" pipe batten, in 10 foot sections with internal sleeves and button couplers.

3. Manufacturer's contact information, flame certifications, material and drape dimensions shall appear on a label sewn to the rear of a bottom offstage corner.

D. Side Hems:

1. Side hems shall be 2".

- E. Provide a canvas storage bag with drawstring large enough to accommodate storage of each cyclorama.

2.6 SCRIM

- A. Provide Sharkstooth scrims as noted on drapery schedule

- B. Fabric shall be seamless sharkstooth scrim.

1. Color per drapery schedule

- C. Scrim shall be constructed as described above for CYCLORAMA

- D. Provide a canvas storage bag with drawstring large enough to accommodate storage of the scrim.

1. Cyclorama shall have an additional pipe pocket sewn to the back of the hem and shall be furnished with a 3/4" pipe batten, in 10 foot sections with internal sleeves and button couplers.

2.7 BLACKOUT DRAPE

- A. Blackout drape shall be constructed as described above for CYCLORAMA except for fabric type.

2.8 STORAGE HAMPERS

- A. Provide eight (8) storage hampers

- B. Provide storage hampers for protective storage of stage draperies. Hampers shall be 20 bushel 44" long x 32" wide, 33" high.

- C. Hampers shall have a sturdy bottom and side frames, with breathable canvas sides.

- D. Hampers shall roll on 4" ball bearing casters bolted in the corners and shall have a hard lid, hinged on the side and capable of opening to allow full width of hamper to open.

- E. Hampers shall be capable of stacking nested while empty or full. Provide wood blocks or other means of capturing the casters of a stacked hamper on the lid of another hamper to prevent the upper hamper from rolling off the lower hamper.

PART 3 - EXECUTION

3.1 PERFORMANCE OF THE WORK

- A. Deliver product and hang on linesets and/or tracks in configurations as noted on drape schedule.
- B. Add counterweight to arbors of drapery battens to balance the weight of added drapery.
- C. Remove all packing materials from the jobsite and dispose of legally.
 - 1. Recycle all packaging which is recyclable.
- D. Any defects found shall be covered under the manufacturer's warranty.
- E. All dimensions shall be field verified.
 - 1. All heights are approximate and must be field verified. Track, batten or pipe height must be taken into account. drapes should float 1/4" above finished floor when installed.

3.2 COMMISSIONING AND DEMONSTRATION

- A. Upon completion of the installation, and after allowing the draperies to hang out for 2 weeks minimum, the Contractor shall notify the District's Representative that the system is available for formal checkout. Notification shall be provided in writing. Checkouts shall be scheduled in accordance with the District's Representative's schedule.
- B. Make available for review by the District's Representative:
 - 1. All components for physical inspection and inventory. Access to all components for physical inspection.
 - 2. All systems shall be complete, and will be operated by the District's Representative for approval.
- C. The Contractor shall be liable for any return visits by the District's Representative as a result of incomplete or incorrect installation, or erroneous representation that the Systems are complete and ready for the District's Representative to carry out their work.
- D. The Contractor shall arrange for access as necessary for inspection of equipment by the District's representatives.

E. Upon completion of the commissioning and in conjunction with the completion of other FF&E packages, the factory trained and authorized personnel shall demonstrate operation and maintenance of the system to the District's representatives. Coordinate with the District's Representative's schedules two weeks in advance minimum.

F. Training shall include, but not be limited to:

1. Safety precautions.
2. Maintenance, diagnostics and troubleshooting, including cleaning techniques.
3. Operations and maintenance manual orientation.
4. Proper care and procedure for short and long term storage.

G. Provide 1 hour of training, minimum.

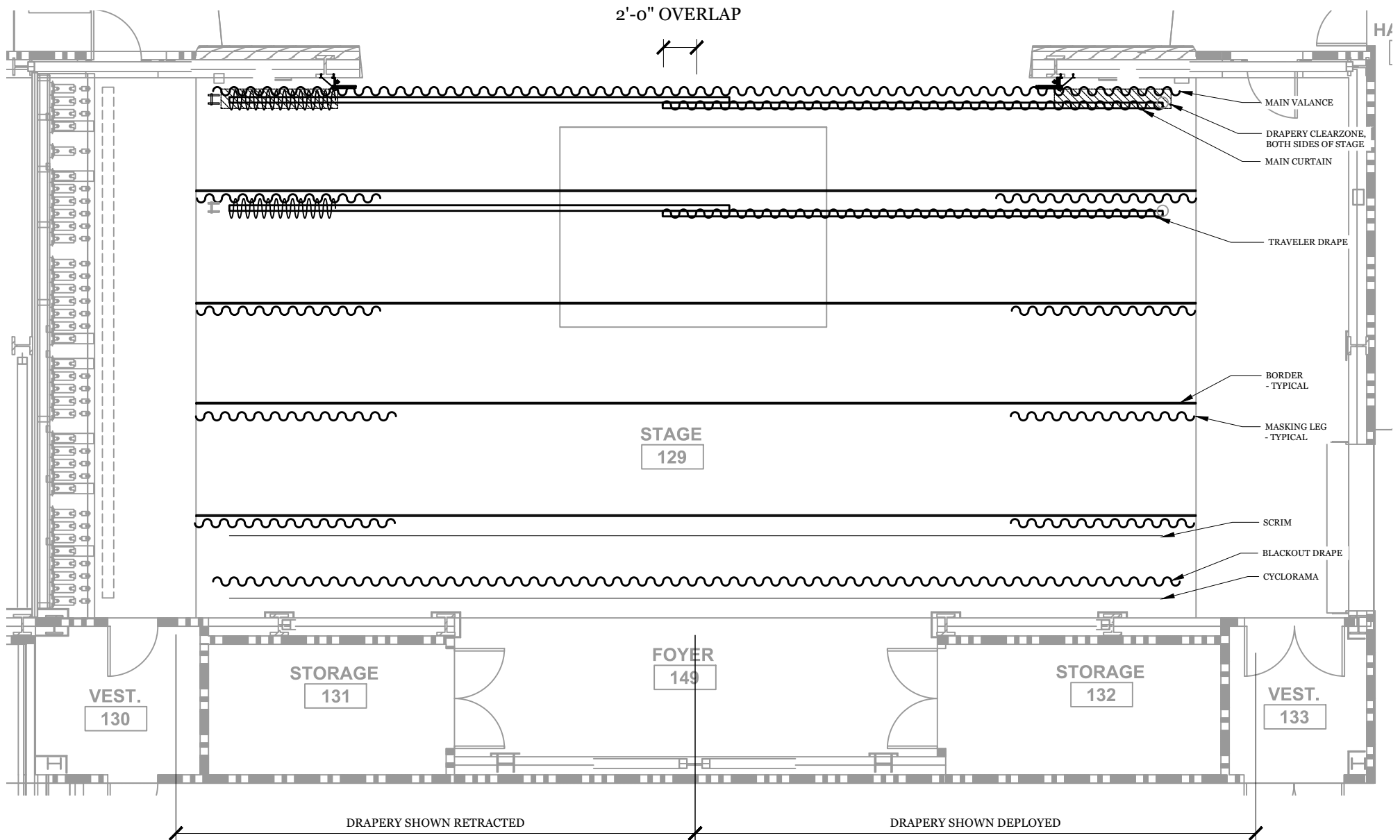
3.3 APPENDICES

A. The following appendices are attached to this specification. The specification is incomplete without this appendix.

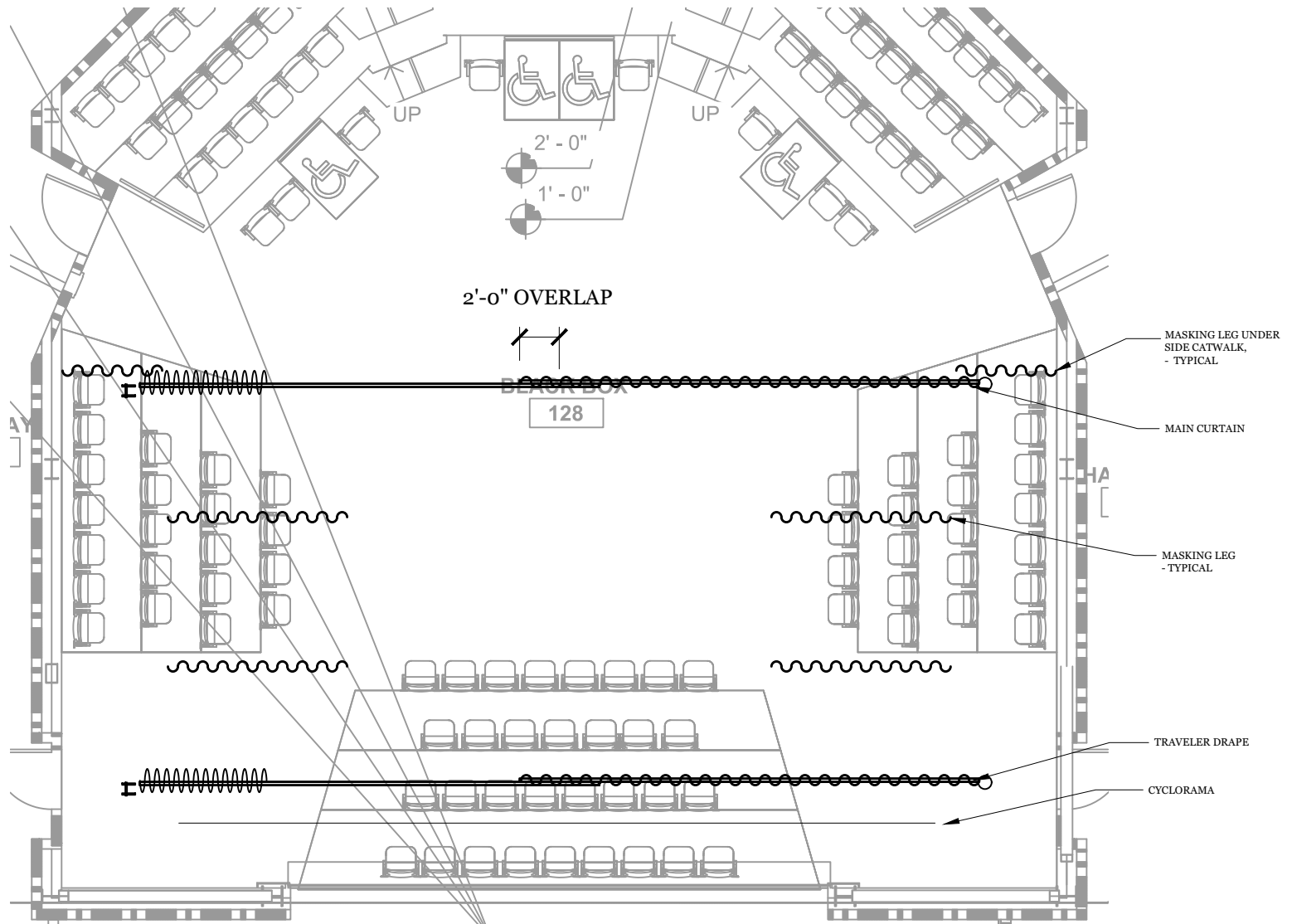
1. Appendix 116143 A – Drapery Schedule
2. Appendix 116143 B – Main Stage Layout
3. Appendix 116143 C – Black Box Layout
4. Appendix 116143 D – Dance Studio 1 Layout

END OF SECTION 11 6143

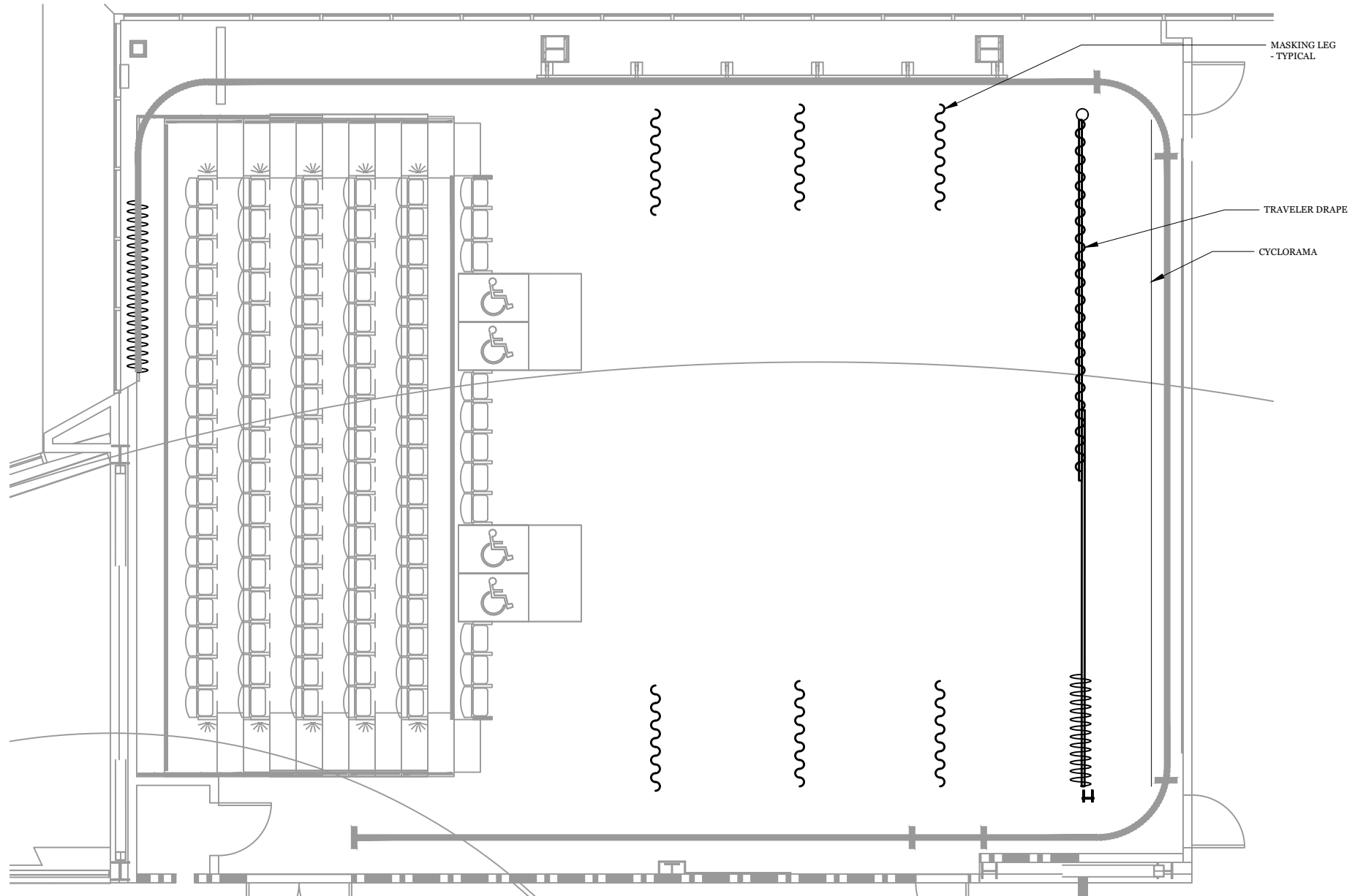
Southwestern College Stage Drapery Appendix 11 61 43 - A										
REF	DESCRIPTION	WIDTH	HEIGHT	QTY	FULLNESS	WEIGHT	COLOR	LINED	OPERATION	NOTES
	<u>Main Stage Drapery</u>									
1M	Main Curtain (2 panels)	30'-0"	22'-6"	2	100%	25 oz	Regal Red	Yes	Bi-part	LINED, SEWN NAP DOWN
2M	Main Valance	45'-0"	6'-0"	1	100%	25 oz	Regal Red	Yes	-	LINED, SEWN NAP DOWN
3M	Legs	24'-0"	22'-6"	8	0%	25 oz	Black	No	-	Extra wide so fullness can be tied in
4M	Borders	56'-0"	8'-0"	4	0%	25 oz	Black	No	-	
5M	Mid-Stage Traveler	30'-0"	22'-6"	2	50%	25 oz	Black	No	Bi-part	
6M	Full Stage Blackout	50'-0"	22'-6"	1	0%	22 oz.	Black	No	-	
7M	Cyc - Leno Filled Scrim	56'-0"	22'-6"	1	0%	-	White	-	-	Hidden ties
8M	Scrim sharkstooth - Black	54'-0"	22'-6"	1	0%	-	Black	-	-	Hidden ties
	<u>Black Box Drapery</u>									
1B	Main Curtain (2 panels)	23'-6"	19'-0"	2	100%	25 oz	Black	No	Bi-part	
2B	Main Valance	42'-0"	2'-0"	1	100%	25 oz	Black	No	-	
3B	Under Catwalk Masking Legs	6'-0"	15'-0"	2	50%	25 oz	Black	No	-	
4B	Legs	9'-0"	19'-6"	4	50%	25 oz	Black	No	-	
5B	Mid-Stage Traveler	23'-6"	19'-0"	2	50%	25 oz	Black	No	Bi-part	
6B	Cyc - Leno Filled Scrim	38'-0"	19'-6"	1	0%	-	White	-	-	
7B	Scrim sharkstooth - Black	38'-0"	19'-6"	1	0%	-	Black	-	-	
	<u>Theatre Lab Drapery</u>									
1T	Window Masking Drapes	9'-0"	12'-0"	5	100%	25 oz	Black	Yes	Walk Along	Lined with velour on window side
	<u>Dance Studio 1 Drapery</u>									
4D	Legs	12'-0"	11'-4"	8	50%	25 oz	Black	No	-	Extra wide so fullness can be tied in
5D	Up-Stage Traveler	20'-6"	10'-9"	1	50%	25 oz	Black	No	Bi-part	
6D	Cyc - Leno Filled Scrim	38'-0"	11'-3"	1	0%	-	White	-	-	
8D	Window Masking Drapes	10'-0"	10'-6"	10	100%	25 oz	Black	Yes	Walk Along	Lined with velour on window side



1 MAIN THEATRE - PLAN AT STAGE LEVEL
1/8" = 1'-0"



1 BLACK BOX THEATRE - PLAN AT STAGE LEVEL
1/8" = 1'-0"



1 DANCE STUDIO - PLAN
1/8" = 1'-0"